Our Vision: Brooklyn Park, a thriving community inspiring pride where opportunities exist for all.

Our Brooklyn Park 2025 Goals:

- A united and welcoming community, strengthened by our diversity
- Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination
- A balanced economic environment that empowers businesses and people to thrive
- People of all ages have what they need to feel healthy and safe
- Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper
- Effective and engaging government recognized as a leader

I. ORGANIZATIONAL BUSINESS

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENT AND RESPONSE 7:00 p.m.

2A. RESPONSE TO PRIOR PUBLIC COMMENT

2B. PUBLIC COMMENT

3A. APPROVAL OF AGENDA (Items specifically identified may be removed from Consent or added elsewhere on the agenda by request of any Council Member.)

3B. PUBLIC PRESENTATIONS/PROCLAMATIONS/RECEIPT OF GENERAL COMMUNICATIONS

3B.1 Interview Applicants for the Recreation and Parks Advisory Commission
   A. VOTING PACKET

3B.2 Budget Advisory Commission Verbal Report

3B.3 Preliminary Year-End 2018 Financial Results
   A. GENERAL FUND BUDGET / ACTUAL SUMMARY

II. STATUTORY BUSINESS AND/OR POLICY IMPLEMENTATION

4. CONSENT (All items listed under Consent, unless removed from Consent in agenda item 3A, shall be approved by one council motion.) Consent Agenda consists of items delegated to city management or a commission but requires council action by State law, City Charter or city code. These items must conform to a council approved policy, plan, capital improvement project, ordinance or contract. In addition, meeting minutes shall be included.

4.1 2018 Annual Deer Hunt Report and Authorize 2019 Deer Management Program
   A. RESOLUTION
   B. 2018 DEER HUNT RESULTS
   C. 2011-2018 DEER HUNT RESULTS
   D. 2019 AERIAL DEER COUNTS
   E. 2018-2019 DEER/VEHICLE INCIDENT REPORT
   F. DEER HUNT ZONES

4.2 Approval of Age Friendly Consultant Agreement
   A. RESOLUTION
   B. AGREEMENT OF CONTRACT EXTENSION
C. BECOMING AN AGE-FRIENDLY BROOKLYN PARK RECOMMENDATIONS REPORT

4.3 Approve Transportation Economic Development Infrastructure Grant Agreement (Grant #TEDP-17-0015-O-FY18) with the Minnesota Department of Employment and Economic Development for the TH 169/101st Avenue Interchange Project; CIP 4042-19
A. RESOLUTION
B. LOCATION MAP
C. AGREEMENT GRANT NO. TEDP-17-0015-O-FY18

4.4 Letters of Credit/Bond Releases, Escrow/Cash Bond Releases

4.5 Authorize Agreement with the Osseo Independent School District 279 to Provide School Resource Officers for the 2019-2020 School Year
A. RESOLUTION
B. AGREEMENT

4.6 Set Public Hearing Date for June 24, 2019 to Consider the Recommendation of the Brooklyn Park Charter Commission to Amend Charter Chapters 2, 3, 4, 5, 6, 7, 8, 12, 13 and 14, and Add Sections 4.10 and 14.01A of the Home Rule City Charter
A. PUBLIC HEARING NOTICE

4.7 Appointment of City Tree Inspector

The following items relate to the City Council’s long-range policy-making responsibilities and are handled individually for appropriate debate and deliberation. (Those persons wishing to speak to any of the items listed in this section should fill out a speaker’s form and give it to the City Clerk. Staff will present each item, following in which audience input is invited. Discussion will then be closed to the public and directed to the council table for action.)

5. PUBLIC HEARINGS

5.1 Approve an On-Sale Intoxicating Liquor License for Chipotle Mexican Grill of Colorado LLC dba Chipotle Mexican Grill, 5901 94th Avenue North, Brooklyn Park

6. LAND USE ACTIONS

6.1 CMT Brooklyn Park, LLC (Panera Bread) – Plat and Conditional Use Permit and Plat for a Restaurant with a Drive-Thru at 5651 96th Avenue North
A. RESOLUTION – PRELIMINARY PLAT
B. RESOLUTION – CONDITIONAL USE PERMIT
C. LOCATION MAP
D. PLANNING AND ZONING INFORMATION
E. PLANNING COMMISSION MINUTES
F. LETTERS FROM NEIGHBORS
G. PLANS

6.2 “Samara Circle” (Josh and John Ahlquist) – Final Plat to Subdivide 2.23 Acres into Five Single-Family Residential Lots at 7630 and 7646 Riverdale Drive
A. RESOLUTION
B. LOCATION MAP
C. FINAL PLAT

6.3 Leopold’s Mississippi Gardens – Variance #19-108 to Allow for Fence within the Mississippi River Critical Area Setbacks at 9500 West River Road N
A. RESOLUTION OF APPROVAL (staff recommendation)
B. RESOLUTION OF DENIAL (Planning Commission recommendation)
C. LOCATION MAP
D. PLANNING AND ZONING INFORMATION
E. LETTER FROM THE APPLICANT
F. PHOTOS
G. PLANNING COMMISSION MINUTES
H. PLANS

6.4 City of Brooklyn Park – SECOND READING of an Ordinance to Rezone Specific Properties to Transit Orientated Development at Five Station Areas
A. ORDINANCE

7. GENERAL ACTION ITEMS
None.

III. DISCUSSION – These items will be discussion items but the City Council may act upon them during the course of the meeting.
8. DISCUSSION ITEMS
  8.1 Fire Department Strategic Planning
      A. FIRE DEPARTMENT STRATEGIC PLAN
      B. MARCH 25, 2019 PRESENTATION TO THE CITY COUNCIL

IV. VERBAL REPORTS AND ANNOUNCEMENTS

  9A. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS
  9B. CITY MANAGER REPORTS AND ANNOUNCEMENTS

V. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided for the City Council on each agenda item in advance from city staff and appointed commissions, and decisions are based on this information and past experiences. If you are aware of information that has not been discussed, please raise your hand to be recognized. Please speak from the podium. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.
<table>
<thead>
<tr>
<th>Agenda Item: 3B.1</th>
<th>Meeting Date: May 28, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Section: Public Presentations/ Proclamations/Receipt of General Communications</td>
<td>Originating Department: Administration</td>
</tr>
<tr>
<td>Resolution: N/A</td>
<td></td>
</tr>
<tr>
<td>Ordinance: N/A</td>
<td>Prepared By: Marlene Kryder, Program Assistant</td>
</tr>
<tr>
<td>Attachments: 1</td>
<td>Presented By: Mayor Jeffrey Lunde</td>
</tr>
<tr>
<td>Item: Interview Applicants for the Recreation and Parks Advisory Commission</td>
<td></td>
</tr>
</tbody>
</table>

City Manager’s Proposed Action:

Interview applicants to fill a vacancy on the Recreation and Parks Advisory Commission.

Overview:

An East District opening occurred on the Recreation and Parks Advisory Commission. Two applicants from our current applicant pool who reside in the East District will be interviewing to fill the vacancy.

**Recreation and Parks Advisory Commission**

East District (1 opening) – replacing Eric Peterson

In the packet is a voting form to indicate your choice. At the end of the meeting, please pass your voting form to Mayor Lunde with your choice indicated. He will consolidate the votes to determine who will be appointed to the commission. The appointment will be made during the June 10, 2019 Council meeting.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

**Attachments:**

3B.1A VOTING PACKET
**RECREATION AND PARKS ADVISORY COMMISSION**

**Council Member:** ____________________________

Voting Form to submit to the Mayor

<table>
<thead>
<tr>
<th>RECREATION AND PARKS ADVISORY COMMISSION</th>
<th>1 Opening – East District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replacing Eric Peterson</td>
<td></td>
</tr>
</tbody>
</table>

**Commission Applicants**

<table>
<thead>
<tr>
<th>Applicants</th>
<th>Residing District</th>
<th>Confirmed Attendance</th>
<th>Council Appointment Choice – RPAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dominguez-Mejia, Patricia</td>
<td>East</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Walton, Kate</td>
<td>East</td>
<td>Yes</td>
<td><strong>East District ______________________</strong> (replacing Eric Peterson)</td>
</tr>
</tbody>
</table>

**Note:** This ballot is public information per Minnesota Government Data Practices Act.
The Recreation and Parks Advisory Commission studies issues relative to public parks and recreation. The commission is comprised of twelve voting members (six representing the city at-large, and two members from each of the three districts) and a liaison from each of the areas: City Council, City Staff, and Planning Commission. Term length is three years. Members are limited to two full consecutive terms per Resolution #2019-46. Meetings are held the 3rd Wednesday of every month at 6:30 p.m. at the Community Activity Center.

<table>
<thead>
<tr>
<th>Name/Address</th>
<th>Phone</th>
<th>Appointment History</th>
<th>Term Ends</th>
</tr>
</thead>
</table>
| Dillenburg, Monica      | 612-876-6185 | Date Appointed: Jul. 27, 2015  
Replacing: Julie Dukowitz  
Date Reappointed: Mar. 20, 2017 | April 1, 2020 |
| 4740 Oxborough Ct N  
Brooklyn Park, MN 55443 |           |                                         |           |
| Residing District: Central  
Representing: Central |           |                                         |           |
| Erickson, Dwain         | 763-424-4502 | Date Appointed: Mar. 12, 2018  
Replacing: Kimberly Carpenter  
Date Reappointed: Mar. 11, 2019 | April 1, 2022 |
| 8025 82nd Avenue N  
Brooklyn Park, MN 55445 |           |                                         |           |
| Residing District: West  
Representing: West |           |                                         |           |
| Everson, Deborah        | 612-870-7507 | Date Appointed: Mar. 20, 2017  
Replacing: Mindy Frost | April 1, 2020 |
| 8030 Mississippi Lane  
Brooklyn Park, MN 55444 |           |                                         |           |
| Residing District: East  
Representing: At-large |           |                                         |           |
| Groebner, Colleen        | 763-777-8039 | Date Appointed: Mar. 11, 2019  
Replacing: Kimberly Carpenter | April 1, 2022 |
| 4417 Marigold Ave N  
Brooklyn Park, MN 55443 |           |                                         |           |
| Residing District: Central  
Representing: At-large |           |                                         |           |
| Hayat, Aslam Tajim      | 608-738-1392 | Date Appointed: Jul. 10, 2017  
Replacing: Mayata White  
Date Reappointed: Mar. 12, 2018 | April 1, 2021 |
| 6483 102nd Avenue N  
Brooklyn Park, MN 55445 |           |                                         |           |
| Residing District: Central  
Representing: At-large |           |                                         |           |
| Killen, Francis          | 763-221-7416 | Appointed: Mar. 11, 2019  
Replacing: Rafito Thomas | April 1, 2022 |
| 8730 Oregon Ave N  
Brooklyn Park, MN 55445 |           |                                         |           |
| Residing District: Central  
Representing: At-large |           |                                         |           |
<table>
<thead>
<tr>
<th>Name/Address</th>
<th>Phone</th>
<th>Appointment History</th>
<th>Term Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew, Cindi</td>
<td>763-493-1233</td>
<td>Date Appointed: Mar. 14, 2016</td>
<td>April 1, 2022</td>
</tr>
<tr>
<td>9206 Brunswick Ave N</td>
<td></td>
<td>Replacing: Kimberly Carpenter</td>
<td></td>
</tr>
<tr>
<td>Brooklyn Park, MN 55443</td>
<td></td>
<td>Date Reappointed: Mar. 11, 2019</td>
<td></td>
</tr>
<tr>
<td>Residing District: Central</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representing: Central</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nolen, Mark</td>
<td>612-298-8283</td>
<td>Date Appointed: May 9, 2016</td>
<td>April 1, 2021</td>
</tr>
<tr>
<td>8609 Tessman Court N</td>
<td></td>
<td>Replacing: James Williams</td>
<td></td>
</tr>
<tr>
<td>Brooklyn Park, MN 55445</td>
<td></td>
<td>Date Reappointed: Mar. 12, 2018</td>
<td></td>
</tr>
<tr>
<td>Residing District: Central</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representing: At-large</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sandberg, Christy</td>
<td>850-212-0243</td>
<td>Date Appointed: Mar. 20, 2017</td>
<td>April 1, 2020</td>
</tr>
<tr>
<td>7326 Willow Lane</td>
<td></td>
<td>Replacing: Adedoja Jinadu</td>
<td></td>
</tr>
<tr>
<td>Brooklyn Park, MN 55444</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residing District: East</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representing: East</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vang, Lang</td>
<td>651-260-5019</td>
<td>Date Appointed: Mar. 20, 2017</td>
<td>April 1, 2020</td>
</tr>
<tr>
<td>900 73rd Way N</td>
<td></td>
<td>Replacing: Michelle Mersereau</td>
<td></td>
</tr>
<tr>
<td>Brooklyn Park, MN 55444</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residing District: East</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representing: At-large</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wilson, Jane</td>
<td>612-708-2436</td>
<td>Date Appointed: Dec. 7, 2015</td>
<td>April 1, 2021</td>
</tr>
<tr>
<td>8517 78th Avenue N</td>
<td></td>
<td>Replacing: Charles Miller</td>
<td></td>
</tr>
<tr>
<td>Brooklyn Park, MN 55445</td>
<td></td>
<td>Date Reappointed: Mar. 12, 2018</td>
<td></td>
</tr>
<tr>
<td>Residing District: West</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Representing: West</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Indicates commissioner is representing district outside of residing district

Susan Pha, Council Liaison
8301 Sumter Avenue N
Brooklyn Park, MN 55445
651-252-9080
vm 763-315-8496
susan.pha@brooklynpark.org

Jody Yungers, Staff Liaison
5600 85th Avenue N
Brooklyn Park, MN 55443
w 763-493-8337
jody.yungers@brooklynpark.org

Carol Vosberg, Planning Commission Liaison
8816 Inverness Terrace
Brooklyn Park, MN 55443
612-240-1132
City of Brooklyn Park
Request for Council Action

Agenda Item: 3B.2  
Meeting Date: May 28, 2019

Agenda Section: Public Presentations/Proclamations/Receipts of General Communications  
Originating Department: Finance Department

Resolution: N/A  
Prepared By: LaTonia Green, Finance Director

Ordinance: N/A  
Presented By: Eric Pone, Nancy Omondi, Teshite Wako, Budget Advisory Commission

Attachments: N/A

Item: Budget Advisory Commission Verbal Report

City Manager’s Proposed Action:

Eric Pone, Nancy Omondi and Teshite Wako of the Budget Advisory Commission will present the Budget Advisory Commission Verbal Report for each focus group.

Overview:

The Budget Advisory Commission is required to submit and have the Council accept written and verbal reports that review the work from the previous year and propose the work plan for the current year. In April of this year, the Budget Advisory Commission presented the Commission’s work plan to City Council. As part of the scope of work for 2019, the Budget Advisory Commission launched the Benefits and Benchmark Task Forces. At the Council meeting, the Benefit Task Force will present how they will participate in the vendor selection process for employee benefits. The Benchmark Task Force will give an update on the performance measure and industry standards.

Eric Pone, Budget Advisory Commission Chair, will introduce the speakers on behalf of the Budget Advisory Commission.

The Commission consists of the following member as of April 1, 2019: Chair Eric Pone, Vice Chair Teshite Wako, Akeem Adeniji, Trelawny Grant, Kathryn Murphy, Nancy Omondi, Kim Riesgraf, Mena Xiong Vue, and Hollies Winston.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A
City Manager’s Proposed Action:

Hold the presentation.

Overview:

This update is to provide general information to the Council regarding the year-end results of 2018. The final Audited Financial Statements are planned to be presented to the City Council on June 10, 2019. Pending the audit adjustments, if any, may alter the results slightly. The Preliminary Financial Results will focus on the General Fund.

As of May 22, 2019, the General Fund reports show an anticipated deficit of just under $750,000 at the end of 2018. Approximately $730,000 of the deficit comes from property tax settlements in 2018. The main drivers of the deficits are shown as follows:

Revenues: Overall received $1.35 million less than anticipated in the Budget (about 2.7%)
- General property tax collections were less than budget by $1.362 million due tax court settlements and fiscal disparities allocations to appropriated funds.
- Licenses and Permit revenue exceeded budget by $364,000 due to increased development activity and right of way permits.
- Grant revenue exceeds budget by $119,000 mainly due to police pension and fire relief aid received more than budgeted.
- Charges for Services revenue came in less $50,000 mainly due to reduction in programming fees.
- The Fines and Forfeitures came in less by $289,000 mainly due to court fines that came in under budget.
- Investment income is less by $147,000 due to the nature of the market changes.
- Use of Fund Balance was $680,000.

Expenditures: Overall spent $1.231 million less than was budgeted (about 2% of budget)
- Salaries and benefits came in at 99% of budget or $416,000 under budget.
- Supplies expenditures are at 88% of budget or $161,000 under budget.
- Contractual Services are at 95% of budget or $92,000 under budget.
- Conferences and Schools came in at 72% of budget or $135K under budget.
- Other charges are at 74% of budget or $116,000 under budget.
- Transfers out increased by $680,000 as part of the appropriation rollover from 2017 to 2018.
- Contingency was not reduced in 2018.

The overall General Fund Expenditures for 2018 are anticipated to remain near 98% of budget, which is a reasonable target for an overall budget.
Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments:

3B.3A GENERAL FUND BUDGET / ACTUAL SUMMARY
## 2018 General Fund Budget to Actual

<table>
<thead>
<tr>
<th>Account Classification</th>
<th>2018 Amended Budget</th>
<th>2018 Actual</th>
<th>Variance</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 101 - General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General property taxes</td>
<td>40,276,494</td>
<td>38,914,719</td>
<td>1,361,775</td>
<td>97%</td>
</tr>
<tr>
<td>Other taxes</td>
<td>1,075,066</td>
<td>1,071,635</td>
<td>3,431</td>
<td>100%</td>
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<tr>
<td>Special assessments</td>
<td>130,000</td>
<td>96,315</td>
<td>33,685</td>
<td>74%</td>
</tr>
<tr>
<td>Business licenses</td>
<td>915,975</td>
<td>878,738</td>
<td>37,237</td>
<td>96%</td>
</tr>
<tr>
<td>Permits</td>
<td>1,813,000</td>
<td>2,214,379</td>
<td>(401,379)</td>
<td>122%</td>
</tr>
<tr>
<td>Federal grants</td>
<td>190,800</td>
<td>164,018</td>
<td>26,782</td>
<td>86%</td>
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<tr>
<td>State grants</td>
<td>1,336,736</td>
<td>1,448,015</td>
<td>(111,279)</td>
<td>108%</td>
</tr>
<tr>
<td>Other grants</td>
<td>60,000</td>
<td>94,032</td>
<td>(34,032)</td>
<td>157%</td>
</tr>
<tr>
<td>Charges for services</td>
<td>2,949,007</td>
<td>2,897,386</td>
<td>51,622</td>
<td>98%</td>
</tr>
<tr>
<td>Fines and forfeitures</td>
<td>601,500</td>
<td>312,944</td>
<td>288,556</td>
<td>52%</td>
</tr>
<tr>
<td>Investment income</td>
<td>310,698</td>
<td>163,254</td>
<td>147,444</td>
<td>53%</td>
</tr>
<tr>
<td>Other revenue</td>
<td>206,254</td>
<td>254,969</td>
<td>(48,715)</td>
<td>124%</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
<td>680,000</td>
<td>-</td>
<td>680,000</td>
<td>0%</td>
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<tr>
<td>Transfers in</td>
<td>609,079</td>
<td>663,952</td>
<td>(54,873)</td>
<td>109%</td>
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<tr>
<td><strong>REVENUE TOTALS</strong></td>
<td>51,154,609</td>
<td>49,174,356</td>
<td>1,980,253</td>
<td>96%</td>
</tr>
<tr>
<td><strong>EXPENSE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>29,227,991</td>
<td>29,042,349</td>
<td>185,642</td>
<td>99%</td>
</tr>
<tr>
<td>Benefits</td>
<td>9,289,279</td>
<td>9,058,307</td>
<td>230,972</td>
<td>98%</td>
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<tr>
<td>Supplies</td>
<td>1,378,502</td>
<td>1,217,159</td>
<td>161,343</td>
<td>88%</td>
</tr>
<tr>
<td>Professional services</td>
<td>606,540</td>
<td>549,136</td>
<td>57,404</td>
<td>91%</td>
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<tr>
<td>Contractual services</td>
<td>2,038,799</td>
<td>1,946,425</td>
<td>92,374</td>
<td>95%</td>
</tr>
<tr>
<td>Communications</td>
<td>300,726</td>
<td>267,172</td>
<td>33,554</td>
<td>89%</td>
</tr>
<tr>
<td>Utilities</td>
<td>118,030</td>
<td>122,782</td>
<td>(4,752)</td>
<td>104%</td>
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<tr>
<td>Cost of sales</td>
<td>14,750</td>
<td>12,663</td>
<td>2,087</td>
<td>86%</td>
</tr>
<tr>
<td>Conferences and schools</td>
<td>479,609</td>
<td>344,987</td>
<td>134,622</td>
<td>72%</td>
</tr>
<tr>
<td>Dues and subscriptions</td>
<td>142,680</td>
<td>132,538</td>
<td>10,142</td>
<td>93%</td>
</tr>
<tr>
<td>Other charges</td>
<td>446,750</td>
<td>330,520</td>
<td>116,230</td>
<td>74%</td>
</tr>
<tr>
<td>Contingency</td>
<td>300,000</td>
<td>-</td>
<td>300,000</td>
<td>0%</td>
</tr>
<tr>
<td>General Fund Charges</td>
<td>(2,481,623)</td>
<td>(2,481,623)</td>
<td>-</td>
<td>100%</td>
</tr>
<tr>
<td>Central garage</td>
<td>3,104,057</td>
<td>3,104,057</td>
<td>-</td>
<td>100%</td>
</tr>
<tr>
<td>Central buildings</td>
<td>1,949,283</td>
<td>1,949,283</td>
<td>-</td>
<td>100%</td>
</tr>
<tr>
<td>Information technology charges</td>
<td>2,405,894</td>
<td>2,405,894</td>
<td>-</td>
<td>100%</td>
</tr>
<tr>
<td>Loss control charges</td>
<td>904,842</td>
<td>904,842</td>
<td>-</td>
<td>100%</td>
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<td>(8,223)</td>
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**Fund 101 - General Totals**

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City of Brooklyn Park
Request for Council Action

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<td>Prepared By:</td>
<td>Jody Yungers, Director</td>
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<td>6</td>
<td>Presented By:</td>
<td>Jody Yungers</td>
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<tr>
<td>Item:</td>
<td>2018 Annual Deer Hunt Report and Authorize 2019 Deer Management Program</td>
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City Manager’s Proposed Action:

MOTION ____________, SECOND ____________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ TO ACCEPT THE 2018 DEER HUNT RESULTS, AUTHORIZE THE CONTINUATION OF THE 2019 DEER MANAGEMENT PROGRAM, AND AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ENTER INTO AN AGREEMENT WITH THE METRO BOWHUNTERS RESOURCE BASE TO CONDUCT THE 2019 HUNT.

Overview:
The City Council approved a Deer Management Plan in 2011. The Deer Management Plan identifies the number of deer within a range that the natural habitat can support effectively in the Brooklyn Park community. The plan recommends 15 to 20 deer per square mile, which translates to 45 to 60 deer in the northern portion of the city, 15 to 20 deer along the Mississippi River south of Highway 610, and 15 to 20 in the Palmer Lake Nature Area. Over the last eight years, the City Council, in support of this plan, has approved a Deer Management Program consisting of a controlled archery deer hunt.

The Recreation and Parks Department works in partnership with Three Rivers Park District and a consortium of seven suburban communities to conduct an annual aerial survey. This survey provides a snapshot of the deer population within the Brooklyn Park community. Please see the attached February 2019 Aerial Survey Results. This survey is used to identify the number of targeted deer to be removed for a sustainable population in the City’s urban landscape.

In the winter of 2019, the aerial survey found that the herd in Brooklyn Park / Brooklyn Center has increased substantially for a total of 171 deer. The 2018 aerial survey identified 118 deer.

The City contracts with the Metro Bowhunters Resource Base (MBRB) to conduct the controlled deer hunt. The MBRB coordinates and manages the hunter’s application process, which includes a criminal background check. The controlled deer hunt occurs in the fall of each year. Attached is a copy of the seven-year summary that notes the number of deer culled from the herd, of which 70 were culled in 2011, 61 in 2012, 48 in 2013, 32 in 2014, 28 in 2015, 32 in 2016, 18 in 2017 and 20 in 2018.

There can be multiple conditions that contribute to the success of a hunt: 1) antlerless deer in previous years that were removed from the herd; and 2) the high temperatures and heavy rain days that affect deer movement.

Summary of 2018 Deer Hunt:
Most areas hunted had nine days of scheduled hunt time, except the Coon Rapids Dam, which only had six days. The success of the hunt is dependent on weather and deer movement, as hunters must hunt from stands that are stationary for safety reasons. We had a total of 20 deer harvested in 2018.
Suggested Changes for 2019 Hunt – Staff is recommending that we follow a similar schedule as was done in 2018, which reduced the number of hunt dates, and eliminate the mid-October hunt week and continue to hunt within the following locations and dates:

Hunt locations to include:
Zone #1 – Northwoods Park
Zone #2 – Rush Creek Regional Trail and Regent
Zone #3 – Environmental Nature Area
Zone #4 – Coon Rapids Dam Regional Park (CRDRP)
Zone #5 – Palmer Lake
Zone #8 – Banfill Island (Ike Walton League)
Zone #10 – Greenhaven Park (new in 2018)
Zone #11 – (New in 2019) – Brookdale Park Open Space

Hunt Dates:
- September 30, October 1, 2 – all locations
- October 28, 29 and 30 – all locations
- November 11, 12 and 13 – all locations other than CRDRP

We anticipate that the Izaak Walton League, Breckenridge Chapter will again allow the hunt to use the island they own on the Mississippi River. The other four areas are along the Rush Creek Regional Trail, Northwoods Park, Environmental Nature Area, Mississippi Gateway Regional Park, Brookdale and Palmer Lake Nature Area. These six areas are property owned by either the City or Three Rivers Park District.

One public safety benefit to controlling the deer population in an urban/suburban area is the reduction of deer related car accidents. Attached is a chart graphing the deer vehicle accidents in Brooklyn Park since implementation of the controlled deer hunts in 2011. In 2018, there were 48 deer related incidents, a significant reduction. This is in comparison to 2017 with 63; 2016 with 60; and 70 accidents in 2015 (due to the reduction in the culling of deer herd due to bad weather). As noted on the attached chart, there has been a gradual decline in deer related accidents since implementation of the deer management program, which was at an all-time high in 2011 with 105 deer related accidents.

Primary Issues/Alternatives to Consider:
Staff is recommending that the City continue to work in partnership with Hennepin County and Three Rivers Park District to conduct the annual flyover, and based on aerial survey results, authorize the Director of Recreation and Parks to move forward with a contract with the Metro Bowhunters Resource Base (MBRB) to conduct the 2019 hunt as the City has done in the previous eight (8) years.

Budgetary/Fiscal Issues:
The only cost incurred is for the shared cost for the annual fly over ($650) and the warning signs that mark the hunt areas for the general public. The contractor, MBRB, does not charge for their services. There is a charge for certificates of insurance that the City provides to MBRB in the event they obtain access to private property.

Attachments:
4.1A RESOLUTION
4.1B 2018 DEER HUNT RESULTS
4.1C 2011-2018 DEER HUNT RESULTS
4.1D 2019 AERIAL DEER COUNTS
4.1E 2018-2019 DEER/VEHICLE INCIDENT REPORT
4.1F DEER HUNT ZONES
RESOLUTION #2019-

RESOLUTION TO ACCEPT THE 2018 DEER HUNT RESULTS, AUTHORIZE THE CONTINUATION OF THE 2019 DEER MANAGEMENT PROGRAM, AND AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ENTER INTO AN AGREEMENT WITH THE METRO BOWHUNTERS RESOURCE BASE TO CONDUCT THE 2019 HUNT

WHEREAS, the City Council approved a Deer Management Plan in 2011, which identifies the number of deer within a range that the natural habitat can support effectively in the Brooklyn Park community; and

WHEREAS, the Recreation and Parks Department works in partnership with Three Rivers Park District and a consortium of seven suburban communities to conduct an annual aerial survey to determine the approximate deer population within the Brooklyn Park community; and

WHEREAS, the Deer Management Plan recommends 15 to 20 deer per square mile, which translates to 45 to 60 deer in the northern portion of the city, 15 to 20 deer along the Mississippi River south of Highway 610, and 15 to 20 in the Palmer Lake Nature Area; and

WHEREAS, in the winter of 2019, the aerial survey found that the herd in Brooklyn Park had increased with a total of 171 total deer, which is more than in the winter of 2018 with a count of 118; and

WHEREAS, the 2018 hunt resulted in fewer deer being harvested, with a total of 20 deer, due to poor hunting conditions; and

WHEREAS, one public safety benefit to controlling the deer population in an urban/suburban area is the reduction of deer related car accidents; and

WHEREAS, in 2018, the number of deer related incidents decreased to 48 from the reported 63 incidents in 2017, and there has been a gradual decline in deer related accidents since implementation of the deer management program in 2011, with 105 deer related accidents; and

WHEREAS, the Metro Bowhunters Resource Base (MBRB) does not charge for their services to conduct the hunt.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to accept the 2018 Deer Hunt Results, authorize the continuation of the 2019 Deer Management Program, and authorize the Director of Recreation and Parks to enter into an agreement with the Metro Bowhunters Resource Base to conduct the 2019 Deer Hunt.
<table>
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<th>Zones</th>
<th>Period 1 Oct 1-3</th>
<th>Period 2 Oct 29 - 1</th>
<th>Period 3 Nov 12-14</th>
<th>Total All Hunt Dates</th>
<th>Total Deer</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Antlerless</td>
<td>Adult Bucks</td>
<td>Antlerless</td>
<td>Adult Bucks</td>
<td>Antlerless</td>
</tr>
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<td>1</td>
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<tr>
<td><strong>Total Deer</strong></td>
<td><strong>7</strong></td>
<td><strong>7</strong></td>
<td><strong>6</strong></td>
<td></td>
<td><strong>14</strong></td>
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Zone 1: Northwoods Park
Zone 2: Rush Creek Trail 102nd & Regent
Zone 3: Environmental Park
Zone 4: Coon Rapids Dam
Zone 5: Palmer Lake Park
Zone 8: Banfill Island
Zone 10: Greenhaven Park
## 2011 - 2018 Brooklyn Park Deer Removal Hunt Results

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<tr>
<th></th>
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<td>0</td>
<td>1</td>
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<tr>
<td>TOTAL DEER</td>
<td>70</td>
<td>61</td>
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<td>28</td>
<td>32</td>
<td>18</td>
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<td>227</td>
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**ZONE 1** NORTHWOODS PARK
**ZONE 2** RUSH CREEK TRAIL 102nd & REGENT
**ZONE 3** ENVIRONMENTAL PARK
**ZONE 4** COON RAPIDS DAM
**ZONE 5** PALMER LAKE PARK
**ZONE 6** WOODS AT 103rd & WINNETKA (NOW DEVELOPED)
**ZONE 7** RUSH CREEK TRAIL 101st & 169
**ZONE 8** BANFILL ISLAND
**ZONE 9** JEWELL PARK
**ZONE 10** GREENHAVEN PARK
This map is a compilation of data from various sources and is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The user acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and in a constant state of maintenance, correction, and update.

Brooklyn Park and Brooklyn Center
2/27/2019 - Aerial Deer Survey
Total Deer Counted - 171
Deer/Vehicle Incidents by Year 2018

Top Locations for 2017
- Oxbow Creek/Winnetka: 4
- Iris Dr/West Broadway: 4
- 101st/Hwy 169: 3

Top Locations for 2018
- 610/Noble Ave N: 2
- 610/West Broadway: 2
- 83rd/County Rd 81: 2
Northwoods Park
Zone 1

Designated Parking
Hunting Zones
Park Boundary

0 245 490 980 Feet

109TH AVE. N.
WINNETKA AVE. N.
107TH AVE. N.
OXBOY CREEK DRIVE

2018 Airphoto
Regional Trail - Regent Ave. Access
Zone 2

- Designated Parking
- Hunting Zones
- Park Boundary

2018 Airphoto
Three Rivers Trail Corridor
Zone 7

Designated Parking
Hunting Zones
Park Boundary

0 200 400 800 Feet

REGIONAL TRAIL
US HWY 169
101ST AVE NORTH

2018 Airphoto
Izaak Walton League
Zone 8

P Designated Parking

Hunting Zones

0 245 490 980 Feet

2018 Airphoto
Jewell Park
Zone 9

Designated Parking
Hunting Zones
Park Boundary

0 160 320 640 Feet

2018 Airphoto
Greenhaven Park
Zone 10

Designated Parking
Hunting Zones
Park Boundary

0 165 330 660 Feet

2018 Airphoto
**City Manager’s Proposed Action:**

MOTION ____________, SECOND ____________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ TO APPROVE THE EXTENSION OF CONSULTANT AGREEMENT BETWEEN CITY OF BROOKLYN PARK AND LYDIA MORKEN TO ASSIST IN ADVANCING THE RECOMMENDATIONS WITHIN THE BECOMING AN AGE FRIENDLY BROOKLYN PARK RECOMMENDATIONS REPORT.

**Overview:**

Consultant Lydia Morken has been working with the City with community engagement efforts and assessing the City’s current sense of readiness in “Becoming an Age-Friendly Community.” Age-friendly cities are places that support and value older residents, recognize their enormous social and economic contributions to the community, and enable them to live with independence and dignity.

On February 25, 2019, Ms. Morken presented the Becoming an Age Friendly Brooklyn Park Recommendations Report that was developed based on findings from an engagement process undertaken over the course of 2018. This work builds on the work of the resident-led Task Force on Aging in 2014-2015 and the Brooklyn Park 2025 community planning effort conducted in 2016.

The report includes a set of recommendations for how the City can take formal and strategic steps to become a more age-friendly community. Over the next year, the work will include engaging departments to determine how recommendations (both from the report and new ideas) can be integrated into existing department plans and/or moved forward by the community, and provide overall leadership and ongoing support for this work.

**Primary Issues/Alternatives to Consider:**

The recommendations in the report emphasize the need to focus both within the organization and externally with the community. The report also highlights the importance of putting an age-friendly lens to current policies, programs and services provided by the City.

**Budgetary/Fiscal Issues:**

The Becoming an Age-Friendly Brooklyn Park Recommendations Report work is currently being funded through dollars refunded back to the City from Northwest Hennepin Human Services.

**Attachments:**

4.2A RESOLUTION
4.2B AGREEMENT OF CONTRACT EXTENSION
4.2C BECOMING AN AGE-FRIENDLY BROOKLYN PARK RECOMMENDATIONS REPORT
RESOLUTION #2019-

RESOLUTION APPROVING THE EXTENSION OF CONSULTANT AGREEMENT BETWEEN THE CITY OF BROOKLYN PARK AND LYDIA MORKEN TO ASSIST IN ADVANCING THE RECOMMENDATIONS WITHIN THE BECOMING AN AGE FRIENDLY BROOKLYN PARK RECOMMENDATIONS REPORT

WHEREAS, age-friendly cities are places that support and value older residents, recognize their enormous social and economic contributions to the community, and enable them to live with independence and dignity; and

WHEREAS, consultant Lydia Morken has been working with the City with community engagement efforts and assessing the City's current sense of readiness in "Becoming an Age-Friendly Community"; and

WHEREAS, on February 25, 2019, the City Council was presented the recommendations within the Becoming an Age Friendly Brooklyn Park Recommendations Report; and

WHEREAS, the report includes a set of recommendations for how the City can take formal and strategic steps to become a more age-friendly community; and

WHEREAS, over the next year, the work will include engaging City departments to determine how recommendations (both from the report and new ideas) can be integrated into existing department plans and/or moved forward by the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park to approve the extension of the consultant agreement between City of Brooklyn Park and Lydia Morken to assist in advancing the recommendations within the Becoming an Age Friendly Brooklyn Park Recommendations Report.
This document serves to extend an existing contract entered into between the City of Brooklyn Park and consultant Lydia Morken. The original contract was effective as of December 1, 2017 and expired on December 31, 2018. The contract extension is effective as of May 1, 2019 and expires on December 31, 2020. The contract extension agreement details the next phase of Becoming an Age-Friendly Brooklyn Park and associated cost estimates. Any additional work related to carrying forward the next phase of Becoming an Age-Friendly Brooklyn Park will be laid out in a separate contract.

SCOPE OF WORK

1. Finalize wrap-up of first phase of age-friendly work and support rollout of the recommendations report to internal and external audiences.
   a) Presentations to RPAC/CLIC; City Council; and community members at Resource Fair (all complete).
   b) Follow up with key community partners to share report; include community organizations from the city’s diverse ethnic, racial and cultural communities who participated in the engagement process. Could include select meetings.
   c) Emails to share the report with all other external stakeholders who participated in interviews or in other ways

   $2,000-$3,500

2. Lead efforts for taking action on Becoming an Age-Friendly Brooklyn Park Recommendations Report. Work with departments to determine how recommendations (both from the report and new ideas) can be integrated into existing department plans and/or moved forward by the community. Provide leadership and ongoing support to city in this work.

   $10,000-$12,000

3. Based on work completed in item 2 above, develop summative document describing strategies and actions being taken by departments to become collectively more age-friendly. Include plan for follow-up or tracking of work to monitor progress and evaluate effectiveness. Include presentation of overview to Council and other key groups.

   $7,000-$10,000
4. **Identify and track grants that may support this work and assist with grant writing** where possible. As work progresses, be aware of connecting city/community efforts with available grant opportunities and moving them forward in a timely fashion. *(The cost is a rough estimate as we can’t be sure how many grants this might involve.)*

$3,000-$6,000

**Total Range:**

$21,000-$31,500

_____________________________   ________    __________________________________

Jay Stroebel  
City Manager, City of Brooklyn Park

Lydia Morken  
Consultant
Becoming an Age-Friendly Brooklyn Park

Recommendations Report
February 2019

DRAFT
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This report presents a case for making Brooklyn Park an age-friendly city and includes a set of recommendations for how the City can take formal and strategic steps to do so. Age-friendly cities are places that support and value older residents, recognize their enormous social and economic contributions to the community, and enable them to live with independence and dignity. More cities are undertaking this work in response to the aging population, but it is also about the fact that older adults, like everyone else, have a right to be able to participate in city life. Yet they are often excluded by default.

Age-Friendly Brooklyn Park builds on earlier City efforts: Brooklyn Park 2025, the City-led community planning effort conducted in 2016, and the work of the resident-led Task Force on Aging from 2014-15. Both highlight the fact that supporting and planning for older residents is a top community priority.

This recommendations report digs deeper into opportunities around more meaningful inclusion of older adults. It was developed based on findings from a two-fold engagement process undertaken over the course of 2018.

Age-Friendly Brooklyn Park looked both outward to the community and inward to City department operational practices to uncover baseline age-friendliness on both fronts. It sought answers to questions such as:

- What is working well, and where does more need to be done?
- What is important to residents?
- Where do City staff see opportunities to be more systematically inclusive of older adult concerns?

Importantly, the effort also aimed to capture voices from Brooklyn Park’s older low-income residents, residents of color, and immigrants and refugees, whose input had not been specifically sought by local government before.

Below is a summary of select recommendations that emerged from this process. (Find more detail in the full report.) They are organized into four age-friendly domain areas similar to those used by the Task Force on Aging and based on the World Health Organization’s Age-Friendly Cities program: Community and Civic Participation; Housing; Public Spaces and Transportation; and Community and Support Services. An additional section addresses policies and practices specific to City departments. Some are straightforward and could be accomplished quickly, while others are broader in scope and have longer time horizons.

This is an exciting opportunity for the City and community members to think about how together we can fulfill the potential of the aging population.
Summary: Recommendations for an Age-Friendly Brooklyn Park

1) Community & Civic Participation
a) Bring information to people where they gather.
b) Better utilize community organizations that can pass on information.
c) Reach out to new senior housing residents who have relocated and know little about Brooklyn Park.
d) Add an element of City support or partnership to an existing event in a community of color, immigrants, or refugees. The City can support rather than lead efforts to serve these diverse communities.

2) Public Spaces and Transportation
a) Conduct a brief transportation audit as a means of better understanding current services and to highlight gaps and needs across various modes. Consider whether a circulator shuttle or other service would be appropriate to consider.
b) Assess intersections known to be dangerous to pedestrians and develop a plan for safety improvements. Senior housing buildings are near problematic thoroughfares and intersections—such as Zane Avenue and Brooklyn Boulevard.

3) Housing
a) Conduct a housing audit to assess current and planned housing stock, senior housing communities, current and anticipated need for affordable housing, etc. This information would help the City better understand its present circumstances and position it to create a more effective plan for appropriate and affordable housing options for older residents going forward.
b) Develop an affordable housing plan related to older residents.

4) Community and Health Services
a) Create a class on how to use local delivery services.
b) Partner with/utilize existing organizations to better reach and support immigrant communities.
c) Bring mini-versions of the annual resource fair to specific ethnic or cultural communities.
d) Engage the business community in age-friendly business efforts through BP Business Forward, which has already expressed its interest in the work.

Inside City Government

Administration:
1) Consider pursuing a regional approach to age-friendly efforts. Maple Grove, Osseo and Hennepin County are all engaged in this work and opportunities may exist to collaborate on transportation, communication, and other areas.
2) Incorporate age-friendly training into staff training and new employee on-boarding.
3) Improve accessibility of City Hall. The front entrance is a long walk to where residents must go to pay bills or conduct other business.
4) Better address translation and interpretation needs that affect many older immigrants.
5) Develop a broader and more cohesive volunteer strategy.
6) Formalize practices for public meetings and similar events that ensure all attendees can hear and participate. E.g., require that all presenters and speakers—including attendees who comment or ask questions—use a microphone.
7) Consider age-friendly employment practices such as phased retirement, flexible schedules, and specific accommodations for working caregivers.
Communication:

1) Be deliberate about messaging and communications related to older adults to ensure that negative stereotypes are not being perpetuated.

2) Ensure that City publications and the new website use age-friendly design practices in terms of font style and size, color contrast, etc.

Community Development:

1) Develop a housing strategy for older residents that goes beyond “senior housing.”

2) Use Age-Friendly Brooklyn Park to help operationalize existing age-friendly aspects of the comprehensive plan, such as residential universal design.

3) Develop educational materials urging landlords to incorporate universal design features into routine building upgrades.

4) Engage the business community in age-friendly business efforts through BP Business Forward, which has already expressed its interest in the work.

Operations and Maintenance

1) Invest in additional benches, lighting, and trail maintenance in key locations identified through Age-Friendly Brooklyn Park outreach and additional older resident input.

Police & Fire Departments

1) Consider an emerging model that involves embedding a social worker into the City’s emergency response teams. The dual benefits of this approach include better serving residents and freeing up police and fire resources to respond to real emergencies in a busy city by reducing the volume of repeated and unnecessary 9-1-1 calls.

Recreation and Parks:

1) Establish a policy to formalize giving space priority at the CAC to Senior Adult classes. This will help prevent the issue of those classes being cancelled when their rooms are rented for other events.

2) Increase older adult engagement in park bond reinvestment projects. The passing of the park bond referendum presents a well-timed opportunity to conduct older adult-specific engagement in major City projects.

3) Consider reduced-cost programming for low-income residents to allow their participation in Recreation and Parks programming.

4) Inclusion: Address the question of how people with physical limitations and/or cognitive decline can be accommodated in Recreation and Parks programming.
Introduction

In 2018 the City of Brooklyn Park dug deeper than it had before into learning about needs and opportunities related to its older residents. Like many other places, its population is aging. More than 20 percent of the city’s population was 55 or older in 2016, up from 12.5 percent in 2000.¹

The health and wellbeing of older adults also emerged as a priority through Brooklyn Park 2025, a 2016 community planning process, reinforcing the work’s importance for the community. A resident-led Task Force on Aging laid additional groundwork in 2014 and 2015, developing recommendations for how the City could better support older residents. (See Appendix E.)

This report is the culmination of the past year’s work to better understand what older residents in Brooklyn Park want and need, and to help the City determine how best to respond to the findings. It is set in the framework of age-friendly cities. This rapidly spreading movement takes a community-wide approach to more deliberately including all ages to ensure that we can remain engaged and independent as long as possible as we grow older.

The report discusses the need for and value of age-friendly cities, and what was learned (and how) about older residents. It lingers on the findings from the city’s older low-income residents and residents of color, including immigrants and refugees, as this is the City’s first concerted effort of this degree to specifically explore the experiences of older adults in the many multicultural groups that reside in Brooklyn Park.

It closes with recommendations concerning how the City might choose to proceed given the needs and opportunities identified over the course of this process. This is primarily a strategy-level report to help the City understand the needs and determine how to approach this work in terms of time, funding, staff and other resources. It includes recommendations but is not an action plan laying out concrete steps and timelines to address specific issues. Instead it is an important step toward that stage.

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¹ This report does not use a single age threshold to define the start of older age. It can be useful to break down the data in various ways to illustrate different things.
Population aging is pushing cities and other municipalities to confront certain realities. Most are moved to act by simple demographics, and the numbers are indeed compelling. The absolute number of older adults is growing, and so is the proportion.

• In the United States, in 1900 only one in 25 people was 65 years old or older. By 2030, one in 5 people will be 65-plus, and many places already approach or exceed that figure, including Hennepin County and the State of Minnesota.

• In Minnesota, more people will turn 65 in this decade than in the past four decades combined. In 1960, 38 percent of the population was 18 or younger and 10 percent was 65 or older. By 2030, those groups will each comprise about 21 percent of population.

• In Brooklyn Park, 10.2 percent of residents were 65-plus in 2017, up from 7.6 percent in 2010. (See more in Table 1.)

However, wise and truly inclusive communities know it is more fundamental than a demographic shift. People of all ages deserve to be deliberately included in a city’s plans, projects, and policies, and cities benefit from enabling their residents to live with independence and dignity. The changing demographics simply highlight the fact that most governments have failed to adequately do so.

Some researchers frame this as a “right to the city” issue: all residents have rights to participate in decision-making regarding their physical environment and access to resources. This pertains especially to older adults, as our “zones of activity” tend to shrink as we age, making our immediate environments and resources even more important.

**TABLE 1: Percent of Area Residents Aged 60+**

<table>
<thead>
<tr>
<th>Municipality</th>
<th>2010 Residents Aged 60+</th>
<th>2017: Residents Aged 60+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brooklyn Park</td>
<td>11.6</td>
<td>15.4</td>
</tr>
<tr>
<td>Brooklyn Center</td>
<td>16.8</td>
<td>16.3</td>
</tr>
<tr>
<td>Maple Grove</td>
<td>11.1</td>
<td>18.7</td>
</tr>
<tr>
<td>Minneapolis</td>
<td>11.9</td>
<td>13.9</td>
</tr>
<tr>
<td>Osseo</td>
<td>32.4</td>
<td>35.1</td>
</tr>
<tr>
<td>Hennepin County</td>
<td>15.7</td>
<td>18.7</td>
</tr>
<tr>
<td>State of Minnesota</td>
<td>17.5</td>
<td>20.7</td>
</tr>
</tbody>
</table>

Brooklyn Park’s proportion of older residents is less than its neighbors’ (Maple Grove, Osseo, and Brooklyn Center) and the county and State as a whole, and slightly more than that of Minneapolis. But the numbers are on track to rise, and 14.6 percent of the City’s approximately 80,000 residents aged 60+ amounts to more than 11,600 people—not insignificant.


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Yet cities and counties simply weren’t planned with current lifespans in mind, and we continue to plan for and include older adults only minimally and usually with an outdated, ageist paradigm. While operating within the realm of “senior” is critical—senior housing, senior centers, senior services, etc.—age-friendly communities are much broader than this.

Instead of marginalizing older adults, we should recognize their value and help fulfill the potential of aging. After all, most of us will one day be a part of this group.

The World Health Organization (WHO) is the global leader of age-friendly cities work. It created the Global Network of Age-Friendly Cities and Communities around 2006, a program that provides a framework to guide member cities through steps to become better places for older people to live.

This work is spreading quickly, with more than 300 network members in the U.S., where it is now operated by AARP, and more than 700 worldwide. Many cities and counties are pursuing similar and substantial work outside of WHO’s program, but the numbers are a helpful indicator of the interest in and uptake of this work. While Brooklyn Park has not (yet) joined the age-friendly network, it uses the program’s framework as a guide. (See Appendix F for more on joining the network.)

The WHO/AARP program is organized into eight domains of livability, which identify key aspects of community life that should be explored and addressed through an age-friendly lens. Age-Friendly Brooklyn Park is using the below domains (Figure 1) to guide its work.

**FIGURE 1: World Health Organization/AARP Domains of Livability**

The WHO/AARP program is organized into eight domains of livability, which identify key aspects of community life that should be explored and addressed through an age-friendly lens.

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Engrained biases against aging can prevent us from effectively addressing the issues related to this inevitable phenomenon.

Whether or not we realize it, most of us carry negative views of aging, including our own aging, and this has real implications for our health, well-being, and even how long we live. People want to distance themselves from the idea of “old” because we tend to associate it only with loss, decline, and feeling invisible, devalued, and “other-ed.”

Our society and systems tend to support and perpetuate these negative views, doing us all a disservice. What if our communities were planned and funded in a manner that allowed us to move more seamlessly into older age, without having to give up the ability to get around, remain socially connected, and live independent lives as long as possible? Our dread of older age may be replaced with a sense of optimism and possibility. Not to mention that cities could reap the economic and social benefits of a more fully engaged and independent populace.

Raising awareness of these biases and working to shake them loose are important aspects of age-friendly communities because they truly do have concrete implications. Below are some key points and facts that must underlie this work.

• Older residents are as fundamentally important as all other community members who have a right to move around and take part in city life. In most places older adults are eventually excluded or discriminated against by default when they cease to drive or lose independence in other ways.

• Older adults significantly contribute to the local economy. The term “longevity economy” was coined for this reason. Older people:
  ○ Hold the majority of consumer purchasing power
  ○ Are a valuable and growing segment of the workforce
  ○ Play critical roles as caregivers to spouses, partners, grandchildren and others
  ○ Volunteer at high rates
  ○ Make significant philanthropic and charitable contributions.

• “Seniors” are often lumped into one broad category, which can span up to five decades. Older adults are not a single monolithic group and should not be regarded as such. Whether you believe that older adulthood begins at 50, 65, or 70, each decade presents different stages of life, opportunities, and needs. The experience of aging is universal, but as we reach older age we become more diverse. There is no such thing as a typical 75-year-old. The physical and cognitive capacities of older people vary greatly, unlike those of most 40-year-olds, for example.

• Age is part of diversity and inclusion. Brooklyn Park has worked hard to engage and include its racially, ethnically, culturally, economically, and otherwise diverse residents, and it must explicitly include older residents in this regard.

• Gender, earlier life experiences, and culture determine how people age. This is especially important in a city like Brooklyn Park where residents have widely divergent life experiences due to ethnicity, race, culture, immigration status, and income level.

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Suburban populations are aging faster than those in cities. The Minneapolis/Saint Paul region’s five all-suburban counties will see their 65-plus populations more than double—and in Carver County, quadruple—in the next 30 years.

Boomers raised their children in the suburbs and are staying put as they reach older adulthood.

Yet aging in suburbia poses challenges. As has been said, suburbs were designed to move cars, not people, and there are few other ways to get around. Low density and automobile-centric development made public transit impractical, expensive, and a low priority. Most of the suburban housing is single-family homes, often multi-level, with a yard to keep, and set apart from stores and services. Commercial areas have vast parking lots that are unfriendly to people on foot or bicycle, even if shops are relatively near each other.

Unlike pre-World War II eras, few people today walk to work, the store, or school. We’ve designed our suburban communities in a way that discourages physical activity and minimizes social interaction that was once part of everyday life. Today our daily routines rely almost completely on personal vehicles, which puts non-drivers of all ages in a particular difficult position.

This model doesn’t work for most of us as we get older, yet more than half of the country’s 75 million baby boomers live in suburbs. And it’s not just about accommodating boomers; many people are already old, and younger generations, of course, eventually will age, too. The shift to an older demographic will not be a temporary one as people continue to live longer and birth rates remain low.

More suburbs are working to retrofit themselves to respond to changing demographic trends. Fewer households have school-age children, more households have single occupants, and both boomers and millennials state preferences for walkable and mixed-use communities.

It takes time and resources to change or create new housing and transportation, and age-friendliness isn’t about infrastructure alone.

The shift to an older demographic will not be a temporary one as people continue to live longer and birth rates remain low.

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6 World Health Organization, Active Ageing Policy. 2002.
“Aging well” doesn’t happen only at the individual level. The term can imply that how we age is a function of factors all within our control—our choices and lifestyles. In fact, many variables and the interaction of those variables determine our health and well-being as we grow older.

The World Health Organization defines healthy aging as “the process of developing and maintaining the functional ability that enables well-being in older age.” Why functional ability? Because healthy aging is not just about our physical and mental—or intrinsic—capacity, but also about how well we can function in our environment given that capacity.

Figure 2 illustrates what WHO identifies as the five domains of functional ability: meet basic needs; be mobile; build and maintain relationships; learn, grow and make decisions; and contribute. Similar to the eight domains of livability that shape age-friendly communities (see page 9), the domains of functional ability are closely interconnected.

These abilities are essential to enable older people to do the things that they value. Together they enable older people to age safely in a place that is right for them, to continue to develop personally, to be included and to contribute to their communities while retaining their autonomy and health.” –World Report on Ageing and Health, World Health Organization, 2015

We all want to be autonomous, connected to others, and able to enjoy life—that doesn’t change with age. Local governments and communities play a significant role in shaping how we experience older age.

Aging in community is an evolution of aging in place. In fact, the American Planning Association has developed a policy guide around this concept. Going far beyond simply being able to remain in one’s own home, which can be a lonely and isolating endeavor, aging in community refers to “building vital communities that engage people of all ages and abilities in a shared, ongoing effort to advance the common good.”

The aging population will impact society and government in a myriad of complex ways, many of which are beyond the scope of Age-Friendly Brooklyn Park. But local and regional initiatives are critical to responding to the needs and opportunities tied to more of us being and becoming older adults. Important work is possible and necessary at the community level, which also informs, supports, and reinforces broader efforts.

Brooklyn Park, Minnesota is a vibrant suburb northwest of Minneapolis in Hennepin County. Situated on the west bank of the Mississippi River, it is the state’s sixth largest city, with a population of 80,800 people. It is also the 11th fastest growing city in Minnesota.

Once a traditionally Midwestern and mostly white suburb, the city’s trademark over the past two decades has become its remarkable racial and cultural diversity. Brooklyn Park’s present demographics reflect where the state of Minnesota’s will be in 2040. Fifty-four percent of residents are people of color, 22 percent are foreign-born, and more than a quarter speaks a language other than English at home. It is home to large Asian (namely Hmong, Vietnamese, and Lao) and African (especially from Liberia, Kenya, Nigeria, and Ethiopia) populations, as well as many Hispanic/Latinx and African-American residents.

For this reason, the City has invested significant time and resources into community engagement to help ensure all residents feel welcome and included.

Brooklyn Park is unique in that it developed progressively, with homes in the south constructed largely in the 1960s and newer housing that spread north in later decades, with new developments still being constructed in the northwestern neighborhoods. There is a $90,557 difference in median household income between the highest and lowest median income census tracts. Therefore, as in other places with such income inequality, there are disparities in outcomes related to housing, employment, education and health.

This racial, ethnic, and socioeconomic diversity provides a fascinating but complex context for Brooklyn Park’s age-friendly work. Residents’ experiences of growing older vary widely. We all become more diverse as we age, experiencing change or decline at different ages and rates. The demographic diversity in Brooklyn Park heightens this reality, and this will become increasingly true over time. Younger cohorts are more racially and ethnically diverse than older ones, though this will change as those younger generations grow older. In Minnesota, for example, people of color comprise only four percent of those aged 85 or older but 31 percent of children five and under.14

Perhaps for this reason Brooklyn Park is collectively younger than its neighbors, the county, and state as a whole. But its overall older adult population is growing, too, and will continue to do so.

14 U.S. Census Bureau, 2015, via the Minnesota State Demographer’s Office.
Brooklyn Park’s city government has a strong foundation for this work in terms of organizational culture and active support for the community’s older adults. Leaders already invest in the growth and evolution of the city as an organization, establishing a culture of continuous improvement and actively seeking ways to function at a higher level in service to residents. The following information and observations support the notion that the City as an organization is prepared to undertake a new way of thinking and operating. It also presents some of the key ways it has invested in its older residents to date.

- The City led a year-long community planning process called Brooklyn Park 2025, which used extensive resident input to develop six overarching goals (see page 21) in support of the its mission to be “a thriving community inspiring pride where opportunities exist for all.” Brooklyn Park 2025 demonstrates the City’s commitment to better understanding and acting on residents’ desires, concerns, and priorities for a better community.

- The Community Long-Range Improvement Commission (CLIC) was the sponsoring Commission within the City that guided the Task Force on Aging, which developed a substantial foundation for age-friendly work in 2014 and 2015. Its recommendations (summarized at right) reinforce much of what was learned through this year’s Age-Friendly Brooklyn Park efforts. They are organized into priority areas similar to the WHO domains of livability. Read more about the Task Force’s conclusions in Appendix E.

- Brooklyn Park has developed a reputation for having an exceptional senior center, housed within the Community Activity Center (CAC). The Recreation and Parks’ Senior Adult programs are incredibly valued by and meaningful to participants and highly regarded by professionals in the community. This is due to the welcoming and caring culture established by key staff, popular classes, and the sense of community and lasting bonds that form between participants. One fitness instructor with extensive training

Brooklyn Park’s Task Force on Aging’s Recommendations (2015)
The City’s Foundation for Age-Friendly Work

and education has helped many participants reduce chronic pain issues through a musculoskeletal approach. Other classes, such as watercolor painting, were also noted as having had profound impacts on participants.

- The Dynamic Aging Resource Fair is an important annual event that draws more than 350 attendees and 50 vendors, providing valuable opportunities for older adults and their families to learn about resources that are available within the community and to connect with key businesses and organizations. It includes quality speakers and workshops on a variety of topics, all free to the public. This event also provides an important chance for the City to share information with and gather input from older residents, most of which are in a “sharing and learning mode” at the event and ready to engage.

- City staff have a learning mindset, and the culture of continuous improvement encourages ongoing professional development opportunities—such as education sessions on various topics, access to consultants who share knowledge and expertise, and cross-departmental trainings. These include department-specific topics and cross-department topics—including age-friendliness—that help the City function as a single enterprise focused on the same goals and how to achieve them.

- Key leaders use strategic approaches to apply various lenses to the breadth of its work. Similar to age-friendly, race and equity lenses are being used to strengthen the City’s work in those realms across the board. The City also created a position in the City Manager’s office charged with ensuring that the City’s strategic initiatives—such as Age-Friendly Brooklyn Park—make sense and align with larger goals and activities.

- The City established a Community Engagement division, now with a staff of three, to more effectively engage the city’s increasingly diverse population in plans and projects. The City also has an internal racial equity initiative through which staff is trained in intercultural competence and how to apply a racial equity lens to policies, procedures and programs.

- Staff in key departments bring a high-touch approach to service to residents. Those extra efforts are especially important to older residents.

- Residents and professionals during the engagement process complimented the City’s exemplary police and fire departments, noting that they are well-trained, progressive, professional, and respectful.

City staff have a learning mindset, and the culture of continuous improvement encourages ongoing professional development opportunities—such as education sessions on various topics, access to consultants who share knowledge and expertise, and cross-departmental trainings.
The following six goals were identified through Brooklyn Park 2025, each with several guiding strategies to support them. Many of these guiding strategies align with age-friendly goals, findings related to the age-friendly community engagement, or recommendations that emerged from the age-friendly process so far. Those strategies, all original parts of BP 2025, are noted below each goal. This further reinforces that age-friendly efforts are a natural part and extension of priorities already identified by the community, and that working to advance BP 2025 goals will simultaneously support age-friendliness.

1) **A united and welcoming community, strengthened by our diversity**
   - Our community’s activities, events and services are inclusive, multi-cultural, and accessible.
   - We have places and spaces for diverse communities to gather.
   - Residents of every age contribute to our community.

2) **Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination**
   - Modern transportation options (drive, ride, walk, bike) connect people to education, jobs, and recreation.
   - Quality recreation and park amenities inspire activity for all ages and interests.
   - People of all ages and backgrounds enjoy financial stability.

3) **A balanced economic environment that empowers businesses and people to thrive.**
   - Aging adults have services and amenities to thrive and age in place.
   - Everyone has access to quality healthy food options.
   - People have access to quality medical and emergency care.

4) **People of all ages have what they need to feel healthy and safe.**
   - The community provides necessary supports and services for community members to overcome life challenges such as hunger, mental illness, and homelessness.

5) **Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper.**
   - The community provides necessary supports and services for community members to overcome life challenges such as hunger, mental illness, and homelessness.

6) **Effective and engaging government recognized as a leader.**
   - The City provides quality services at a reasonable cost.
   - Elected officials, commissions, and city staff reflect the diversity of the community and are culturally competent.
   - City information is clear, accessible, and delivered in ways that meet the community’s needs.

This further reinforces that age-friendly efforts are a natural part and extension of priorities already identified by the community, and that working to advance BP 2025 goals will simultaneously support age-friendliness.
Future opportunities for a regional-level approach may exist. Maple Grove and Osseo, two immediate neighbors of Brooklyn Park, are pursuing similar age-friendly work. Maple Grove joined the WHO/AARP Global Network for Age-Friendly Cities and Communities in 2016; it launched and began implementing its three-year action plan in mid-2018. Osseo has been working with Hennepin County Public Health (HCPH) on a more “8 80” approach, which holds that if you build a city that works for an 8-year-old and an 80-year-old, it will be a great city for all.

Brooklyn Park could explore with these cities and others, perhaps in conjunction with Hennepin County, which has helped fund Osseo’s work and recently hired its first healthy aging coordinator, possible avenues of coordination and/or shared resources. This type of partnership would be new terrain but could ultimately save costs for all cities and acknowledges the reality that residents regularly traverse municipal boundaries for shopping, services, and recreation. It could also encourage support from state and federal government by demonstrating city and county commitment to and leadership around age-friendly efforts at a significant scale.

Potential avenues to explore:

**Transportation:** Several Twin Cities’ suburbs (including West St. Paul, Edina, White Bear Lake, and others) have launched circulator bus services aimed mostly at older residents. The shuttles run regular routes to key retail and other destinations, usually operating one day a week and charging only a small fare. Many Brooklyn Park residents raised the idea of creating a similar local service to address the issue of transportation as crucial to social connection and autonomy and as a means to staying active and contributing to the local economy. Because these types of services have been recently created and tested in the region, good models and experienced partners exist, though developing a municipally collaborative service would require some additional effort.

**Communication and Information:** Another issue frequently raised by residents was the need for a central information resource on issues related to aging. This could include health and medical needs, city services and programs, senior housing, public library information, county health and social services, transportation, recreation, and more. Existing services like Senior Linkage Line can be confusing and usually require callers to navigate through automated menus and wait on hold before speaking to a person. An information hub concentrated on resources and services in Brooklyn Park, Maple Grove, and Osseo—or perhaps northwest Hennepin County at large—could help residents easily find information about local or nearby services. This type of resource hub would involve partnership with relevant agencies and likely necessitate a dedicated part-time staff person. (The Northwest Hennepin Human Services Council, a Joint Powers Agreement of several area cities that included Brooklyn Park, formerly filled this role to some degree but was dissolved in early 2017.)

**Economic development and local business:** Local businesses are a very important part of community life. Regardless of our age and stage of life, we all need food, services, recreation, medication, and many household items. Businesses can work to understand and accommodate older customers’ needs concerning products, services, and physical design. Collectively, older adults wield enormous purchasing power, which should be additional motivation for businesses to actively cater to this growing group. The concept also includes local businesses as being age-friendly employers: how can they attract and support older workers?

Osseo created an age-friendly business guide, and Maple Grove is developing an age-friendly business program. In Brooklyn Park, BP Business Forward, a City-staffed initiative of local business owners, has stated interest in pursuing this work, and there may be value in exploring whether a regional approach to this topic holds possibility.
Methodology

This recommendations report was developed based on findings from a two-fold engagement process undertaken over the course of 2018. The process built on earlier work inside the City: Brooklyn Park 2025, the City-led community planning effort conducted in 2017, and the work of the resident-led Task Force on Aging from 2014-15. Through Brooklyn Park 2025 the community identified six goals, and the needs and well-being of older residents are woven throughout several of those goals and strategies. However, City leaders felt they needed to explore older adult needs more specifically. The Task Force on Aging, an effort of the Community Long-Range Improvement Commission, produced a set of recommendations, but it did not have the capacity to conduct more extensive engagement that would reflect varying needs of the city’s diverse communities. Age-Friendly Brooklyn Park sought to capture those voices as well as to dig deeper into older adult concerns and opportunities community-wide.

This work involved looking both outward into the community and inward to city government to uncover baseline age-friendliness on both fronts.

• What is working well, and where does more need to be done?
• What is important to residents?
• Where do City staff see opportunities to be more systematically inclusive of older adult concerns?

Coordination with Hennepin County

It so happened that Brooklyn Park’s Recreation and Park’s Department Program, in partnership with Hennepin County Public Health, was undertaking a related project around the same time that Age-Friendly Brooklyn Park was getting under way. This partnership’s focus was more targeted: gather input from older residents (50+) in Brooklyn Park related to needs, desires, gaps, challenges and barriers to accessing and/or participating in the City’s Recreation and Parks Adult & Senior Adult programs. There was a specific focus on Brooklyn Park’s low-income residents and/or residents of color, many but not all being immigrants or refugees.

This work included leading five focus groups for its project, and Age-Friendly Brooklyn Park participated in those sessions to gather insights for this report. The two projects were coordinated as needed throughout. While the Recreation and Parks Senior Program’s report was written independently, the conclusions are consistent with those in this report. (See page 41 for more information about the conclusions; see Appendix G for the report.)

This work involved looking both outward into the community and inward to city government to uncover baseline age-friendliness on both fronts.
Methodology

External Engagement

The external community engagement for Age-Friendly Brooklyn Park involved 1) city residents, and 2) key community stakeholders, primarily professionals across various sectors whose work touches older adults.

City Residents

Age-Friendly Brooklyn Park followed the World Health Organization’s principle of hearing directly from residents, understanding that the lived experiences of older adults are the core of the work. In Brooklyn Park this meant connecting with a cross-section of residents who reflect the community’s ethnic and racial diversity. Ten focus groups and listening sessions were held, including five led by HCPH. This also included a presentation and discussion at a Brooklyn Park Community Assembly (regularly held forums for residents to learn about and discuss important community issues) and an interactive table at the Dynamic Aging Resource Fair, where input was gathered from many of the 350 attendees at that event. A handful of individual or small-group interviews with residents were also conducted. (See Appendix B for more details about resident engagement activities.)

Key Stakeholders/Community Partners

It was also critical to hear from professionals who work with older adults in various capacities to capture their perspectives and expertise. Meetings or interviews were held with 21 organizations and agencies across a range of sectors—including healthcare, senior housing communities, nonprofit service organizations, community education, churches and more. (See Appendix C for more details about stakeholder engagement activities.)

Internal Engagement

City Departments and Key Staff

Brooklyn Park also wanted to conduct a self-assessment of its own work as a local government to uncover opportunities to better serve and support older residents. The consultant presented to and led an interactive discussion with a large group of cross-departmental manager-level staff, and later met with small groups from individual departments. Both were opportunities to learn more about what staff observe and recommend from their varying roles and perspectives. (See Appendices A and C for more details about City department engagement activities.)

In Brooklyn Park this meant connecting with a cross-section of residents who reflect the community’s ethnic and racial diversity.
This section presents what was learned through many conversations with residents, key stakeholders, and professionals from different sectors whose work relates to the lives of older adults. As previously noted, resident experiences vary widely in some regards. Defining factors tend to be race or ethnicity and socioeconomic status. These findings and subsequent discussion provide greater detail about the city’s older low-income residents, residents of color, and immigrants and refugees due to associated complexities and the fact that there has been less exploration by government entities of their needs and circumstances. This summary reflects themes and notable responses; it is not exhaustive. Full results from any engagement session or interview are available upon request.

While the findings are roughly organized according to the WHO/AARP livability domains, keep in mind that all are interconnected. Improvements in one domain are likely to stimulate changes in another. For example, more transportation options will help address social isolation.

The findings are critical but not equivalent to a list of immediate action items for the City. Using this recommendations report, the City and community partners will develop a plan of action that identifies priorities, timelines, and resources.

(Note that some of the findings also function as recommendations; those have been pulled out and are included in the later Recommendations section.)

**Outdoor Spaces & Buildings**

- People want walkability.
- They appreciate the trail system, but trails designed for use by both cyclists and pedestrians can feel treacherous and unsafe for walking.
- Residents enjoy trails but often must drive to reach them.
- The availability of benches—or lack thereof—can determine whether older adults use trails. (Some are currently lacking near SummerCrest Condominiums.)
- Certain streets/intersections were noted as dangerous for pedestrians, e.g., Zane Avenue and Brooklyn Boulevard. And in fact, two separate pedestrian fatalities—both older residents—occurred on Brooklyn Boulevard near Zane Avenue in fall 2018.

**Housing**

- Affordable senior housing is a fundamental issue. This came from residents and professionals alike. If more senior housing is constructed, it must be affordable. There is also a shortage of affordable rental housing.
- Many homeowners (mostly white) are concerned about being priced out of the community when trying to downsize to one-level homes/townhomes. New homes, even if smaller, cost more than their current homes and are unaffordable.

"My split-level house won’t age with me."

– Resident

"When you’re in the apartment and lock the door, you’re safe. But coming in and out, [you] don’t feel safe."

– Resident
• Property taxes can get high for older residents on fixed incomes. As the housing market and other factors beyond their control change, taxes can increase significantly even if no improvements have been made to the property.

• Some lower-income residents of apartment buildings have basic safety concerns. Leaving their apartment or the building can expose them to unsafe situations. This can perpetuate greater isolation.

• Older immigrants can be put in vulnerable positions concerning housing. They may be reluctant to complain to a landlord for fear of eviction, may not know their rights, and may not have an advocate to help them navigate such situations.

Transportation

• Transportation is likely the most significant and unifying challenge for older residents.

• Most non-drivers depend on friends and family to provide rides. Older adults may rely on adult children for transportation, but many of those children work and are available on a limited basis or only on weekends. Some residents described missing medical appointments or rescheduling surgeries because of their family’s inability to give rides at needed times.

• A small percentage of residents use Metro Mobility, which requires a doctor’s certification to ride. While it can be time-consuming and inconvenient, they still value it greatly because it provides a safe and affordable option.

• While most residents don’t use public transit—in this case, the bus—some older Liberians take it regularly, and a handful of others rely on it. Of those who do not ride, reasons given include:
  - Play critical roles as caregivers to spouses, partners, grandchildren and others
  - No need for it because they drive
  - Don’t know how to use the system
  - Safety concerns
  - Bus routes don’t go to desired locations
  - Accessibility—concerns about being able to safely board and exit the bus without assistance
  - Fear of the unknown

• Many residents support the Bottineau light rail coming into the city and said they would ride it, though some said education on how to ride would be important. Those who drive also expressed concern about the need for convenient parking around the stations.

• A small number of residents, generally younger-older ones who still drive, have used ridesharing services like Uber and Lyft on occasion. For others there are concerns about cost, trust, and the ability of drivers to help riders in need of

“Let us participate in the economy.”
– Tradition senior housing resident on the need for transportation services

“I think of not being able to drive and it scares me to death.”
– Recreation & Parks Senior Adult Program participant

“Over time we have seen many of our neighbors stop driving, and that tends to isolate people. And then once they’re isolated, the downhill spiral begins.”
– Homeowners’ association resident
extra assistance. So, while those services do provide important transportation options that allow spontaneity and autonomy, they are not being well utilized at this point for various reasons.

- Immigrants are most likely to walk as a means of transportation. This is mostly out of necessity, as they often do not have vehicles or licenses to drive.
- Many suggested the idea of a regular circulator shuttle service that would travel to grocery stores, pharmacies, restaurants, and other key destinations.
- Residents of senior housing tend to learn from each other about transportation options beyond driving a personal vehicle. Someone suggested a service that would help prepare people to transition to non-driving.
- Some senior housing communities have busses or vans, but the service is limited and does not allow for spontaneity.
- Some residents travel on scooters year-round as weather and sidewalk conditions allow. This provides an important means of getting around but can be treacherous in the winter.
- Some older immigrants may not drive or get licensed to drive because of concerns related to their immigration status. Many of these residents do or are willing to ride public transportation and would greatly benefit from additional options.

**Civic Engagement & Employment**

- Volunteering:
  - People would like a readily available, comprehensive source of local volunteer opportunity listings.
  - Others expressed the desire for more meaningful volunteer opportunities within the city—to help immigrants, school kids, the libraries, etc. in Brooklyn Park.
  - There is also desire for more sporadic opportunities rather than regular ongoing commitments.
  - Older adults are important to Recreation and Parks and other City departments as sources of volunteers and seasonal employees.
- Community groups and service clubs like the Brooklyn Park Lions contribute immensely through extensive volunteering throughout the community as well as by providing a source of purposeful social connection and support for its members. Membership in such organizations—Kiwanis and Rotary are other examples—is waning nationally, but these groups have served as important sources of social capital for years.

“It is hard to connect people to resources. You need that person-to-person help, and that’s what people want.”

– Senior Housing Administrator
Communication & Information

- Communication is a complicated issue. People find, seek, and disregard information in their own ways.
- Numerous people noted a lack of easy-to-find information on topics related to aging and requested an information clearinghouse or resource hub. Existing services like the Senior Linkage Line can be confusing and overwhelming.
- Many residents, primarily white ones, value City publications and report reading them regularly—such as Park Pages (City newsletter), Get Up & Go (Recreation and Parks activity brochure), and Adults on the Move (Recreation and Parks Adult and Senior Adult brochure). Residents of color and immigrants were less likely to read these publications. Some aren’t able to read English, some find the amount of information too overwhelming, and some are simply disconnected from the world of City/CAC programming and don’t consider the information applicable or of interest to them. Some suggested a more summarized flyer targeting older residents.
- Reaching older residents across the city’s ethnic and multicultural communities can be especially difficult. For example, no one at the Lao focus group had heard about or attended the recent annual Tater Daze event, despite widespread marketing. However, they did attend the Brooklyn Park Lions Club smelt fry and said they learned about the event from posters around the city.
- Spanish-speaking residents said the lack of Spanish language marketing or informational materials feels exclusionary. Even though they know they can attend events or participate in certain activities, they still feel like guests and not truly part of it. Some of this is tied to immigration status or concerns.
- New residents of senior housing communities need more information about the city and local resources. Many move from out of town and are unfamiliar with the community but would like to become more connected.
- Some requested a class on how to use local delivery services. Who offers what and how do you use it?

“The more isolated you are the more vulnerable you are. That’s known in the neighborhood.”

– Resident
Social Participation

- We heard from residents themselves as well as from others who work with them that social isolation and loneliness are real and pervasive issues.
- Lack of transportation underlies a good deal of social isolation.
- Living in senior housing can provide important social connections and sense of community for some.
- Identifying isolated older people in the community can be a challenge (though there are some individuals who prefer to be isolated).
- Preventing isolation and loneliness by providing opportunities for social connection earlier is helpful.
- Isolation leads to greater vulnerability and a host of other issues.
- Social isolation exists within immigrant communities as well. Even older immigrants who live with extended family can be isolated from their friends and peers. Family support is critical but does not replace peer connection.
- Senior Adult Programs at the CAC are profoundly important to many participants as a forum for forming and building close friendships and supportive relationships. Many even remarked on the lack of Friday fitness classes in summer months because even the loss of one day a week is missed.

“I love this community center. It is extraordinarily important. It is so easy to become isolated. I have grown as a person because your door was open.”

– CAC Senior Adult Program participant
Community & Health Services

- Caregiving takes a toll on an increasing number of residents. When asked about the mental health of older patients, one healthcare provider noted that it is caregivers who need the most support in assuring their own emotional and physical well-being.
- There is a need for broader understanding of and engagement with dementia.
- Grocery and pharmacy delivery services provide a lifeline to people who cannot easily get out. Hy-Vee and Walgreens were noted.
- Access to fresh and healthy food is an issue.
- There is a desire for more sit-down restaurants and less fast food.
- People would like more activities for grandparents and grandkids.
- Many residents—especially immigrants—are not aware of available resources, such as reserving rooms for free at City Hall or the library. Language differences also make it difficult for them to use the reservation systems.
- Many older immigrants from Liberia and Sierra Leone have limited health literacy, which contributes to high rates of hypertension, diabetes, high cholesterol, heart disease and stroke.
- One healthcare provider said that available resources don’t really fit the community’s older low-income residents of color, many of who are immigrants or refugees.
- Residents of SummerCrest Condominiums noted the City’s thorough and well-trained fire department, and the mindful and respectful police department. Key stakeholders from the National Alliance on Mental Illness (NAMI) and Hennepin Health Care noted Brooklyn Park’s progressive, well-trained and helpful police department.
- Some businesses that may not typically considered notable are valuable to some older residents. It is important to remember that people use business and services in ways that work for their circumstances, and that those choices are not always obvious or predictable. The list should not be considered exhaustive but was developed based on what was learned from residents and others involved in this effort.
  - ALDI is favored by older residents of Creekside Gables and Brooks Landing (affordable senior housing buildings) because they are able to walk to it and prices are low.
  - Convenience stores: Small markets like Kwik Trip, which sells fresh foods, and Speedy (formerly SuperAmerica) can become important sources of food and small necessities because of their proximity to some older residents’ homes and the ease of going in and out of a smaller-scale business.
  - Wal-Mart is a preferred shopping destination due its low prices.
- Numerous Southeast Asian residents noted Dragon Star Supermarket (including its farmers market) and Sun Foods as important to them.
- The City’s Farmers Market in Zane Sports Park is also valued by Southeast Asian and other residents.

Many residents—especially immigrants—are not aware of available resources, such as reserving rooms for free at City Hall or the library. Language differences also make it difficult for them to use the reservation systems.
This section supplements the above findings by presenting some observations specific to the experiences of aging residents across varying cultural communities. They are, of course, to some extent generalizations, but were definite themes that ran through the course of the engagement for Age-Friendly Brooklyn Park.

**Language is a barrier.**
Many older immigrants do not speak or read English well enough to feel comfortable participating in existing community activities. They often aren’t aware of community events and services in the first place for various reasons—including but not limited to language—but, moreover, attending English-based events is not appealing. Language has the power to make you feel seen, known, appreciated, and understood.

**Integration is not a priority.**
Generally, older immigrants expressed—sometimes via their family members—little interest in joining existing classes or programs. In addition to language, noted above, there are cultural differences. Hmong residents, for example, stated the need for purpose in their activities.

It is important to be learning or contributing. Activities just for fun, like Bingo, are of no interest. Further, fitness classes may include physical movements considered inappropriate in more conservative cultures. Even in cases where residents across cultural communities expressed interest in the same topics—such as learning to sew or use a computer—they prefer to do so within their own group.

But this sentiment extends beyond programs and activities. In general, older immigrants prefer to remain within their cultural communities. Connecting with the broader community for its own sake holds little value. While Brooklyn Park has one of the most active National Night Out events in the country, for instance, one Hmong focus group participant pointed to that event as the type that does not resonate with the Hmong community, particularly elders. They don’t connect with the purpose.

In some cases, such as with many West African elders, residents continue to deal with trauma related to immigration and to live with significant daily stress due to health issues, food insecurity, financial concerns, and the ongoing demands of navigating a culture that may still be unfamiliar.

For older adults it is often even more important to connect with peers with common language, shared history, and a sense of familiarity and comfort. Integrating into the broader community was not a priority for multicultural residents, who preferred to stick to their own cultural groups. (In fact, white residents were the only ones to raise and encourage the idea of greater mixing of racial and ethnic groups.) Of course, this may change over time in immigrant communities as younger generations who were raised in the U.S. grow older.

**“Alone Together”**
Social isolation is common among older people from all backgrounds, but refugees and immigrants can experience it uniquely. Many live with their children and grandchildren but seldom leave the house or connect with friends in person. The care and support provided by family is critical, but people of all ages need connection with their peers, perhaps even more so for refugees and immigrants with difficult histories that continue to affect them. Providing or facilitating opportunities for social connection among isolated immigrants and elders would be of great value to them as well as to their families.
CASE STUDY: Fitness Class Pilot for Older Liberians

Following an Age-Friendly Brooklyn Park listening session with a group of Liberian elders, the City created a pilot fitness program for this community that ran between April and December 2018. Lessons from the pilot may help the City as it considers how to more effectively engage older residents of various ethnicities.

The listening session, held in partnership with the Organization of Liberians in Minnesota (OLM), involved mostly refugees who came to Minnesota due to civil war in Liberia. They have lived in Brooklyn Park anywhere from three years to two decades. Most had no formal education, and American English is their second language.

Although no participants had taken part in classes or programs at the Community Activity Center (CAC), many expressed interest in fitness or walking programs, among other things. Yet transportation challenges, cost, language barriers, and a general lack of interest in joining CAC classes meant existing programs weren’t an option.

As a result, the City arranged to pilot a Walk With Ease class onsite at OLM, a known and trusted organization in Brooklyn Park’s Liberian community. Walk With Ease is a program of The Arthritis Foundation and is regularly held at the CAC. The class was offered free of charge and taught by a highly trained and experienced instructor who teaches at the CAC and is a white woman native to Minnesota.

Between April and December 2018, the instructor taught Walk With Ease once a week at OLM to 10-12 participants—all but a few from Brooklyn Park—although participation decreased over time. The program duration was not pre-determined, and participants were not asked to commit to a nine-month session. (The City’s Recreation and Parks fitness classes typically run on about three-month sessions.) Transportation and lunch were provided by OLM and/or participants. The class involved walking outdoors and inside and various other exercises provided by the instructor based on participants’ interests and abilities.

Successes:

- Participants appreciated that the City came to them at a familiar and trusted location instead of asking them to travel to somewhere new or different, and they were more likely to participate as a result.
- Offering the class for free made it possible for people to participate in something that would typically be out of reach for them to access.
- A trusting and affectionate relationship formed between the instructor and participants, and participants appreciated the instructor’s willingness to be flexible according to what they felt they were able to do on a given day.
- Participants engaged in movement and exercise for an hour each week when they otherwise would likely have just been sitting. They were also given exercise “homework,” which, if completed, would increase their daily physical activity.
- The instructor’s experience with biomechanics allowed her to help participants with immediate issues, such as knee pain while getting up from a chair, and participants greatly valued that type of help.
CASE STUDY: Fitness Class Pilot for Older Liberians

Challenges:
• Language differences made it hard to communicate details of physical movements and caused the instructor some concern about preventing injury. Nuances can be lost between Liberian English and American English.
• It was not uncommon to start late, end early, or have short-notice class cancellations. Cultural concepts of time and schedules did not always align.

Lessons:
• Success might look different for such a program. The City would need to rethink and define its desired outcomes at the start.
• Such a class requires an experienced and culturally competent instructor who can be flexible moment to moment and improvise as needed based on participants’ needs, abilities, and interests.
• Holding the class every other week, instead of weekly, may be preferable for participants.
• A supportive and responsive partner organization is needed to help recruit participants, help with logistics, troubleshoot as needed, and generally serve as a trusted intermediary between the cultural group and city government.
• The City generally cannot afford to offer classes at no cost. Funding or budgets would need to be adjusted to accommodate participants who are unable to pay.
• There can be culturally driven misperceptions or lack of understanding about the availability of City funds to offer such programs. Additional education and communication on this topic could help.
• More time than usual may be needed to plan and teach a similar class in the future as City staff learn and evolve their processes and expectations to work across diverse cultures. Building relationships alone will take time in some cases.

A trusting and affectionate relationship formed between the instructor and participants, and participants appreciated the instructor’s willingness to be flexible according to what they felt they were able to do on a given day.
Age-friendliness should permeate organization-wide. It involves all departments and staff at every level, though people often think of “seniors” in a more limited way.

The City engages with residents in many different capacities. Frontline staff such as members of the Police and Fire departments help residents in their homes every day, and front desk staff assist people visiting City Hall and the CAC. Others develop budgets and create plans, policies, and projects. Age-friendliness pertains to them all.

This section includes key observations and informal recommendations made by staff—or developed based on discussions with them—during meetings between June and October 2018. While important insights and information were shared at these meetings, a true action plan would require additional meetings and input, as well as engagement from community partners, to set priorities and determine strategies and timelines.

The following reflects a general assessment of each group or department based on input of staff that attended the meetings. Note that while the meetings were very productive, not all key staff were able to attend, and the information below should not be considered exhaustive. More details from meetings with each department can be found in Appendices A and D.

Note: Recommendations specific to each department can be found on page 34.

**Administration and Finance (Public-facing staff)**

This group included staff that perform a wide range of functions and interface with the public related to budget, community engagement, human resources, residential appraisals, utility billing, communications, and guest services via the front desk at City Hall. Several staff members were quite attuned to specific issues concerning older residents, especially those who had worked at the City for many years and observed shifts over time, due to an increasing number of older residents as well as changes in their attitudes, engagement, and expectations tied to generational shifts.

General readiness seemed to vary given that this discussion spanned a cross-section of departments that perform a variety of functions. Some had knowledgeable suggestions for improvements based on their experience and observations, while others were considering the issue for the first time.

**Community Development**

Community development touches a range of critical areas related to age-friendliness—planning for land use, housing, and transit; environmental and public health; building inspections and rental properties; and more. Because of the scope and importance of their work, additional meetings would need to be held, ideally with subsets of staff, to develop specific recommendations for this department.

Overall readiness appears to vary. This is a large department with many facets important to age-friendliness. Additional education or training for some would be helpful to increase understanding and better position staff to uncover opportunities for where older adults’ concerns could be integrated into their work. There is willingness and curiosity that with additional support and structure could translate into meaningful changes.
Here especially there would be both short-term and long-term approaches. For example, a short-term effort could be developing educational materials urging landlords to incorporate universal design features into routine building upgrades. A long-term effort could be developing a housing strategy for older residents that goes beyond senior housing buildings.

Because so much planning happens in this department, it is also a critical place for building age-friendly considerations into practices for City projects large and small. For example, one suggestion raised at the meeting was to make the incoming Bottineau Line light rail project age-friendly. This represents a great (and rare) opportunity on several fronts: ensure that older residents can easily use this important new infrastructure into which so much is being invested; gain experience and education for staff on how to make public transit maximally inclusive; and provide age-friendly leadership with other levels of government involved in the project.

While the light rail represents a special opportunity, more standard and routine projects are equally important as they, too, have direct impact on residents’ lives and reflect the City’s values and priorities on an ongoing basis.

**Operations & Maintenance**

Operations and Maintenance is a unified, well-organized department that is strongly positioned to take on age-friendly efforts. With an established ethos of high-touch customer service, Operations and Maintenance is attuned and responsive to older residents’ needs. Because of the nature of its work and its existing department-wide culture of providing high-level service, there are fewer systems-level recommendations for this department, but a few items are noted in the recommendations section.

**Worth noting:**

One of the most distinctive things about this department is that it manages a unique relationship between the City and homeowner associations (HOAs) that greatly benefits HOA residents, many of whom are older adults. Instead of hiring and paying a contractor directly, an HOA can tag onto an existing City project—such as a street improvement—and pay the City instead. This saves HOA residents a good deal of money, although it does involve extra staff hours to plan and oversee the HOA dimension of these shared projects. As many HOA residents are older adults, this arrangement, which predates any formal age-friendliness efforts, is a good example of how a city can adopt a system-level approach to an aspect of its work and benefit a great number of older residents over time.

**Police and Fire Departments**

Leadership from the Police and Fire departments is primed to act to advance age-friendliness in their departments. All clearly identified and concurred about priority needs and gaps—namely, an inability to provide follow-up to residents after emergency calls that would connect them with appropriate resources and prevent future unnecessary calls. With older adults this usually means calls from people who have fallen, need assistance related to a chronic health condition, or simply need some human connection. The number of calls received and amount of time spent at the city’s many group homes—a significant number of which house older adults—was also noted.

Department leaders hold visions for systems-level change that would bring more strategic and effective responses to what they see as the true issues that need to be addressed.
Recreation & Parks Department

Recreation and Parks holds possibility on several fronts but requires more exploration. Readiness seems to vary given the spectrum of roles and different levels of familiarity with the topic. Additional education and discussion would help some staff better understand how their roles connect with age-friendliness and where opportunity lies to integrate older adults.

This department plays a major and very visible role with older adults through its popular Adult and Senior Adult Programs—including numerous fitness classes, book and cards clubs, knitting groups, educational classes, trips, special events, and more. Recreation and Parks dedicates a full-time staff person to Senior Adult (50+) programming, and the department is well known for its varied and well-run programs that cater to older adults across a spectrum of programs and services for all ages, interests, and ability levels.

Less obvious but also very important is the fact that older residents are highly valued seasonal employees of the Recreation and Parks Department, and many older adults take advantage of Edinburgh USA, a public golf course owned and operated by the City of Brooklyn Park. Older residents also serve as volunteers in various capacities through Recreation and Parks, including at Historic Eidem Farm and for Senior Adult Programs.

Some youth-focused parks programming indirectly relates to older residents due to the fact that many grandparents provide regular care for grandchildren who are involved in the Recreation and Parks programs. Particularly through Recreation on the Go, which brings programming to youth on-site at apartment buildings and complexes (among other locations), there may be opportunities to connect with and support the grandparents who also are present because they serve as full- or part-time caregivers to the children who participate. Those residents may also benefit from Recreation and Parks programming but may be unlikely to otherwise seek it out.

Community Activity Center (CAC) Customer Services and Maintenance Team

Many staff at the CAC have been in their roles a long time and have had the opportunity to observe changes over the years—related to the culture of aging as well as changes to the CAC facility itself.

The CAC front desk often functions like a concierge service. People ask all manner of questions—from simple information about a trip to recommendations for which class suits them best. There is a strong element of customer service involved in these roles, including maintenance staff, who themselves frequently interact with residents and program participants. Staff at all levels seem to strive for high-level customer service and work to “get a yes” for people as much as possible.

While the CAC’s front desk and lobby areas need improvement in their physical design and accessibility, staff are attentive and welcoming and provide a positive first point of contact for participants, which can be especially important for some older adults who make a point of stopping to visit on their way into the building.

Because they deal with older residents very frequently, overall readiness to undertake age-friendly work is quite high.

These are all important facets of Recreation and Parks’ interface with older adults, yet they are all largely disconnected at present. A more unified strategy, framed by age-friendliness, would be helpful.
The recommendations are organized into three categories:

1) Recommendations by Age-Friendly Domain

2) Integration into City Government, including:
   • Department-specific recommendations
   • Recommendations for how to better serve and support older low-income residents and residents of color, including immigrants and refugees.

3) Beyond City Hall: Partnering to lead change in the broader community.

Recommendations by Age-Friendly Domain

The following set of recommendations is organized according to the four priority areas identified by Brooklyn Park’s Task Force on Aging in 2015 and slightly modified here. Many are pulled from earlier sections of the report and are compiled here for easy reference. Some represent general tactics the City could employ to advance age-friendliness, and some could be translated to an action plan by adding partners, timelines, progress indicators, etc.

These should be considered a starting point; recommendations on topics like housing and transportation, especially, would need more in-depth analysis and input from City departments and community partners who have more intimate knowledge of current issues and efforts and the local and regional landscape in their respective areas.

1) Community Information and Participation

a) Create a central information resource for a range of topics related to aging and community services and programs. Subsections of this hub could target key ethnic or cultural groups. This could also include information about current volunteer opportunities, or that could be a separate effort. Dedicated staff, or perhaps a volunteer coordinator, would be needed to keep this current and useful and ideally to be available to speak or meet with people who have questions.

b) Bring information to people where they gather. Finding residents at their familiar and trusted locations will likely be an effective way to supplement existing communication tactics. It would require more staff time, but that in-person outreach will also help cultivate connection to the City.

c) Partner with community organizations to pass on information. Organizations like CEAP, for example, could help disseminate information through its channels, such as Meals on Wheels, and the Lao Assistance Center of Minnesota could help reach Lao residents of Brooklyn Park. This may involve developing new partnerships—or new facets of existing partnerships—of which funding would be an appropriate part.

d) Better address translation and interpretation needs in the City. Older immigrants rely on their family members to take care of bill payment, phone calls, transportation, and many other things—in part because of the language barrier. As the City considers its Inclusion Plan, developing a process and plan for interpretive services will be important.
e) **Reach out to new senior housing residents.** Many residents of senior housing buildings have relocated from other cities or states and know little about Brooklyn Park. It is easy for them to remain somewhat disconnected from the local community as many needs are often met within the facility, even for those still relatively independent. The City could work with senior housing administrators to:

   i. Develop materials from the City that would be included in new residents’ welcome packets. They could include a city profile, information about elected officials, Recreation & Parks adult programs, a city map, etc.

   ii. Organize guided tours of the city to acquaint new residents with their new home and show them where key destinations are located. In addition to making new residents feel valued and included, this could also encourage them to patronize local businesses rather than leaving the community for shopping and other outings, and be a chance to inform them of volunteer opportunities within the City.

f) **Add an element of City support or partnership to an existing event in a community of color, immigrants, or refugees.** The City can support rather than lead efforts to serve these diverse communities.

2) **Public Spaces & Transportation**

   a) **Conduct a brief transportation audit** as a means of better understanding current services and modes of transit in Brooklyn Park and to highlight gaps and needs across various modes. Include exploration of a municipally collaborative approach.

   b) **Use findings from the audit to determine whether a circulator shuttle or other service would be appropriate to consider.**

   The audit could also help make the case for the need.

   c) **Assess intersections known to be dangerous to pedestrians** and develop a plan for safety improvements. Senior housing buildings are near problematic thoroughfares and intersections—such as Zane Avenue and Brooklyn Boulevard—and older residents frequently cross those streets on foot. Hennepin County’s Public Health and Public Works departments worked with Creekside Gables to improve safety at Zane Avenue and Brooklyn Boulevard intersection, which resulted in a new crosswalk sign.

   Additional safety improvements in this area would be beneficial, partnering with the County as needed.

   d) **Add benches for resting** at key locations along trails.

   e) **Adapt current venues or provide space** for what cultural communities have said is important to them—e.g., Hmong residents would like running water and basic kitchen facilities at local park shelters.

3) **Housing**

   a) **Conduct a housing audit** to assess current and planned housing stock, senior housing communities, current and anticipated need for affordable housing, etc. This information would help the City better understand its present circumstances and position it to create a more effective plan for appropriate and affordable housing options for older residents going forward.

   b) **Develop an affordable housing plan related to older residents.**

   c) **Consider how partnerships with senior housing communities** could mutually benefit residents and the City. For example, classes could be held on-site at facilities where space allows, administrators could help share information with residents; or facilities could partner in a future transportation service program.
4) Community and Support Services

a) Create a class on how to use local delivery services. Who offers what and how do you use it? This could also be a way to engage the business community.

b) Partner with/utilize existing organizations—such as the Liberian Health Initiative and Sierra Leone Nurses Association—to better reach immigrant communities.

c) Bring mini-versions of the resource fair to specific ethnic or cultural communities. This would help reach residents who would benefit from the resources but would not attend the larger resource fair held annually at the CAC.

d) Develop or support more activities aimed at grandparents and grandchildren. The growing number of grandparents who spend time caring for grandchildren is creating greater need for such programs. This could include adapting Recreation and Parks’ Recreation on the Go program for older adults, either separately or in conjunction with youth.

Integration into City Government

This portion of the recommendations deals with how exactly the City could embed age-friendliness into its own inner workings. The recommendations are not, for the most part, mutually exclusive.

The City should work to ensure that:

- There is broad-based awareness and understanding of the work among City employees.
- It develops an action plan that is included as part of its annual work plan.
- There are known, understood, and routinely followed procedures for integrating age-friendly considerations into the work of each department.
- The City’s interface with older adults is not limited—in perception or reality—to Recreation & Parks Older Adult programs, although this remains a critical dimension of the work.

Department-Specific Recommendations

These recommendations were developed as a result of meetings with—and in some cases specifically suggested by—key staff in various departments. They are a strong basis for this work but should not be considered the final word. Additional discussion would be needed in all departments to identify and vet additional strategies and priorities. For more context see assessment on page 29 and Appendix A.

Administration Department

1) On-boarding: Add age-friendly training to onboarding for all new employees. This could include written materials as well as discussion of age-friendliness with designated staff (to include conceptual framework, how it is operationalized across the City, how it would apply to the given employee’s role/department, etc.).

2) Staff trainings: Perception and understanding of aging should be addressed as a critical foundation of this work.

a. Frameworks Institute’s “Reframing Aging” offers social science-based toolkits and presentations that address appropriate language and communications to use when promoting positive aging and related policies. This would help dismantle ageist beliefs we all carry and be important to establishing an informed organizational culture.

b. Dementia Friends or other dementia education training improves understanding of, compassion toward, and respect for people with dementia and their caregivers. Such trainings are around one hour in length and available from various trainers in the area. All staff could
benefit from this work, especially those who regularly interact with the public.

3) **Improve physical spaces in City Hall** to accommodate residents with mobility limitations. Handicapped parking is close to the front door, but the front door is far from the area inside where people must go to pay bills or conduct other business.

- Some residents have requested that wheelchairs be made available for in-building use, but liability concerns have been reported as an impediment. Revisit this possibility as a potentially simple way to help accommodate people with mobility challenges.
- The DMV counters have one wheelchair accessible counter, but the walk-up counters do not allow for walkers or similar devices.

4) **Better address translation and interpretation needs.** Older immigrants rely on their family members to take care of bill payment, phone calls, transportation, and many other things—in part because of the language barrier. (Note: this issue will be addressed as part of other City efforts related to inclusion and the Americans with Disabilities Act (ADA).)

5) **Formalize practices for public meetings and similar events that ensure all attendees can hear and participate.**

a. Audio: Require that all presenters and speakers—including attendees who comment or ask questions—use a microphone to ensure that everyone present can hear what is being said.

b. Visual: Ensure that City presentations use large, sans-serif fonts to improve readability by attendees with poorer vision.

6) **Be an age-friendly employer.**

   a. Explore the possibility of arrangements such as phased retirement, flexible schedules, or similar programs that allow a more gradual transition from full-time work to retirement. These programs could also benefit the City by preventing abrupt loss of institutional knowledge that many older workers carry with them.

   b. Ensure employees know that Family Medical Leave Act (FMLA) policies include paid time off for caregiving of aging family members. And, as the number of working caregivers is increasing, consider going above and beyond FMLA by expanding such policies to allow for accommodations such as flexible schedules, paid or unpaid time off specifically for caregiving, HR staff trained in eldercare resources, and ensuring a workplace culture supportive of caregiving. In addition to more satisfied and productive employees, recent research also shows that employers get a positive return on investment on such policies.¹

7) **Educate residents about assessments:** Provide additional information on and/or hold community meetings to educate property owners about the process used to appraise homes to determine property tax increases. Some find it confusing and frustrating to receive a property tax increase following an appraisal, even if they haven’t made any improvements to their homes.

8) **Volunteerism: Develop a broader and more cohesive volunteer strategy** to evaluate the nature and effectiveness of the current approach and determine where needs and opportunities exist. Meaningful and well-organized volunteer opportunities are mutually

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beneficial for the City and residents, but the City must be realistic about the fact that managing volunteers is a time-consuming and delicate business that must be done well in order to attract and retain volunteers. Older adults already provide a great deal of volunteer capital to the City, but the work could be made more effective with a more thoughtful and strategic approach. (Note: While this recommendation is currently noted under Administration, the City will want to determine exactly how this should be approached and whether key departments, such as Community Engagement and Recreation and Parks, should develop their own strategies or whether it should be City-wide.)

9) Overall, formalize the application of an age-friendly lens to all routine upgrades made across the City—to buildings, intersections, parks, etc.

10) Consider pursuing a regional approach to age-friendly work. Maple Grove, Osseo, and Hennepin County have been working on age-friendly initiatives in various ways, and opportunities may exist to collaborate around transportation, communication, economic development, and/or other areas.

**Communication**

1) Be deliberate about messaging and communications. Develop key messages and communications for this work in keeping with research-based language and framing recommendations that promote updated thinking and don’t perpetuate ageist stereotypes. Key staff could be trained for this (at no cost).

   Recommended resource: FrameWorks Institute’s Reframing Aging project

2) Ensure that City publications and online information sources/publications use age-friendly practices in terms of font style and size, color contrast, etc.

3) Ensure new City website is designed using age-friendly practices. As the City develops and prepares to launch a new website, it should adhere to best practices for age-friendly website design, which are readily available online. (This is separate from accessible web design).

**Community Development Department**

1) Hold additional meetings with staff, or subsets of staff according to their functions, to uncover more opportunities to integrate inclusion of older residents into planning and processes.

2) Develop a housing plan for older adults that addresses different types of senior housing buildings: single-level townhomes, condominiums and similar units; the size and design of new single-family homes; and home modifications that could help older adults live at home longer.

3) Use Age-Friendly Brooklyn Park to help operationalize existing age-friendly aspects of the Comprehensive Plan, such as residential universal design, life-cycle housing, and affordability. Age-Friendly Brooklyn Park could be used as a driver and a resource to help this department accomplish goals it has already set out.

4) Integrate age-friendly design elements in the incoming Bottineau light rail project. Ensure that older residents can easily use this important new infrastructure into which so much is being invested, particularly given the shortage of transportation options.

5) Develop educational materials urging landlords to incorporate universal design features into routine building upgrades.
6) **Engage the business community.** BP Business Forward, an initiative led by local business owners and staffed by the City, would be a ready vehicle for leading age-friendly business efforts. This group works to ensure a strong business climate in Brooklyn Park and serves as an organized voice of the business community. Its Advisory Board actively supports the City’s age-friendly work and is interested in spearheading efforts to make age-friendly local businesses part of that effort. This could include:

- Educating local businesses on age-friendly practices, both general and industry-specific
- Developing age-friendly standards which, when met, could result in a certification
- Creating marketing strategies that help promote local businesses as age-friendly

**Operations & Maintenance Department**

1) **Invest in additional benches, lighting, and trail maintenance** in key places determined through Age-Friendly Brooklyn Park outreach and additional older resident input. (Note: the Park Bond Reinvestment Plan should help support such efforts.)

Trails in good repair with adequate seating and lighting can determine whether an older resident is able to take advantage of trails that the City and County have invested a great deal in creating. Residents from SummerCrest, for example, noted that although they have trails near their building, a lack of benches means that some residents are unable to use them.

2) **Continue to deliver the high-level service** that helps define this department. If additional resources are needed to uphold this service, they should be provided.

**Police & Fire Departments**

1) **Consider an emerging model that involves embedding a social worker into the City’s emergency response teams.** The dual benefits of this approach include better serving residents and freeing up police and fire resources to respond to real emergencies in a busy city by reducing the volume of unnecessary 9-1-1 calls.

As mentioned earlier in the report, residents and professionals alike throughout the engagement process praised Brooklyn Park’s police and fire departments for being well-trained, progressive, and respectful. The City should take fuller advantage of the department leaders’ readiness to bring more meaningful assistance to residents who need help.

A promising model that some cities have adopted is embedding a social worker in their emergency response teams. In fact, Brooklyn Park will soon launch such a program, joining other cities like Saint Paul and Rochester in testing this approach. All three cities are focusing on mental health.

The social worker fills a critical gap by being able to connect residents with the resources they need, thereby providing long-term solutions in addition to simply resolving the immediate issue that triggered the emergency call. This not only benefits residents by connecting them to the appropriate services, but also relieves demand on City resources by reducing the number of unnecessary or preventable 9-1-1 calls.

Brooklyn Park is partnering with Hennepin County to launch and fund the effort. In Saint Paul, a nonprofit called People Incorporated, the Twin Cities’ largest provider of mental health services, is paying for the social worker’s position. In Rochester, the city is funding the position itself, being convinced of its value after a four-month pilot period.
The City should consider taking a similar approach to address additional issues that face its Police, Fire, and Community Development departments. An embedded social worker with a broader focus could help older residents who call frequently for lift assist after taking a fall, for medical situations related to chronic health conditions, and even to assuage loneliness. While City Council may be reluctant to take on what historically has been the county’s domain, Hennepin County caseworkers are overloaded and unable to attend to more than the most urgent cases.

Environmental health staff from Brooklyn Park’s Community Development department articulated the same need: the ability to provide follow-up for residents with complex issues that can’t be addressed in a single visit.

The current default approach involves City staff responding to repeated preventable 9-1-1 calls to address problems they can’t solve. This serves neither staff nor residents well.

**Recreation & Parks Department**

1) **Establish a policy that formalizes space priority for Senior Adult classes.** This would address the issue of those classes being cancelled in favor of space rentals for other events and demonstrate that the City recognizes and values the classes’ importance to participants. Establishing a dedicated space could also be explored.

2) **Increase older adult engagement in Park Bond Reinvestment Plan projects.**
   a) Brooklyn Park voters passed a $26 million park and natural resource bond referendum in November 2018. The City will soon begin work to implement this multi-faceted project, which presents a well-timed opportunity to conduct older adult-specific engagement in major City projects. Older residents’ input and ideas are needed not only related to expanding the senior center, but also on improvements to the trail system, park reinvestments, and new ball- and other athletic fields. (Many grandparents attend grandchildren’s sporting events!) A well-conceived engagement plan should be created to meaningfully capture the input of older residents for facilities that will directly impact them.
   b) **Consider reduced-cost programming or scholarships for low-income residents to allow their participation in Recreation & Parks programming.** Budgets and funding would need to be structured accordingly.
   c) **Inclusion: Address the question of how people with physical limitations and/or cognitive decline can be accommodated in Recreation & Parks programming.** As it stands, an individual who needs special assistance cannot safely participate in most BP Recreation and Parks standard programming, as current staffing does not allow for providing that assistance while also overseeing the other participants and activity. However, this situation can and does arise.

Currently, Recreation and Parks does offer adaptive
recreation and inclusion services to accommodate people with varying physical and cognitive abilities. The City is aware of the need to more directly confront the issue of serving older residents with limited mobility and dementia.

a) **Create an inclusion policy** (if none exists) and ensure it includes people with mobility challenges and those living with dementia.

b) **Develop a plan** for how Recreation & Parks can put this into practice in its programs. Among other questions, address the following: What kind of staffing would be required? What kind of training would they need? How would participants who need extra assistance be identified? Are specific programs offered for people with dementia (and their caregivers) or mobility challenges, or would accommodations be added to existing classes or events to allow them to safely participate?

c) When an **Inclusion Specialist** is hired, utilize that person to flesh out these strategies and policies.

**RECOMMENDATIONS: How to better serve and support older low-income residents and residents of color, including immigrants and refugees**

Community engagement efforts conducted among some of the city’s various racial and ethnic groups were important and revealing. This was the first time that an effort targeting the experience of low-income residents and older residents of color—many of whom were immigrants or refugees—had been undertaken. Yet it became clear during that process these initial learnings are only a starting point. Deeper digging is needed to uncover enough about the needs and desires of various groups in order to really begin to respond effectively.

**However, a few general lessons emerged:**

This work will take time. Plan accordingly. In addition to seeking input from older residents of color and low-income residents for Age-Friendly Brooklyn Park over the course of 2018, Recreation & Parks also ramped up efforts to bring City programming and events to various cultural groups during this period. They included a series of fitness classes for older Liberians (see case study on page 31 for more details) as well as one-time events at Brooks Landing, an affordable senior high-rise with many black residents, and Eden Park Apartments, a market-rate apartment complex with many Hispanic/Latinx residents.

The experiences of planning and holding these activities, as well as the focus groups, provide “food for thought” concerning how to approach engaging multicultural communities. Considerably more time and effort than staff were used to were required to connect with appropriate contacts, get responses, gather participants, etc. There are likely various reasons for this and it is not objectively problematic, but it does mean that staff may need more time than is typically allocated to do this work. The experience is common enough that it should be factored in to planning and apportioning resources. This may change over time as relationships and routines are developed, but at present there is often more than meets the eye when it comes to engaging the city’s various cultural groups.

Historically, most local government systems, processes, and organizational culture have been developed by and for white residents. As the population diversifies, the City of Brooklyn Park is working to become a more informed and culturally competent institution that both understands and can effectively respond to residents’ needs and desires. This is and will continue to be a process during which City leaders and staff will both unlearn and relearn ways of engaging with and responding to its changing populace.
Don’t create; facilitate. Residents drew an important distinction. In some cases, they don’t want, need, or expect the City to provide them with specific services, programs, or activities. Many needs are already met within the cultural community, so the City’s role could be approached as one that complements or strengthens what’s already happening inside the communities. For example:

- Add an element of City support or partnership to an existing event in a cultural community.
- Consider adapting current venues or providing spaces for what cultural communities have said is important to them. For example, catering policies at the CAC have required using one of three approved caterers. This has been a barrier for cultural groups who consider food a centerpiece of family gatherings and would otherwise like to rent space at the CAC for special events. Hmong residents specifically mentioned wanting park shelters with kitchen facilities; they currently leave the city to gather at venues in other communities. (Note: Since this input was gathered, the City has moved to change its catering policy, and park shelters with kitchen facilities may be constructed with funding from the park bond referendum approved by residents in November 2018.)

Better support and utilize partner organizations. Community organizations created by and for members of various cultural communities are vital links to better understanding and supporting diverse older residents. These organizations serve as bridges between residents and the City and the community at large and provide firsthand knowledge of needs and challenges. Partnership opportunities exist with larger more established organizations like CEAP; smaller and newer efforts like the Liberian Health Initiative; and several others.

Bring it to the people. The CAC is beloved by current participants, but many older residents who would benefit from its programs don’t attend for a range of reasons including transportation, language, culture, and cost, among others.

Programs

The concept behind Recreation & Parks’ successful Recreation on the Go program for youth could be adapted to bring older residents quality programming at sites that they prefer, such as senior housing communities, churches, or community partner organizations. Each class or activity would be developed collaboratively with a partner organization and residents. There also may be opportunity to engage grandparents of grandchildren who participate in Recreation on the Go.

Resource Fair

Mini-versions of the annual resource fair could be brought offsite to expand its reach. Working harder to broaden attendance at the existing resource fair is likely not the answer for immigrants who have language and cultural differences or other residents with no connection to the CAC. Instead, mini-resource fairs could be organized for specific cultural communities and held at familiar and convenient locations with resources and services customized to each group. Again, all content would be planned jointly with representatives from that community to ensure the resources and services are relevant and that residents are bought in to the effort.

(These efforts should be approached with the knowledge that organizing events with multicultural groups can require more staff time and effort, as discussed above.)
**RECOMMENDATIONS**

**Make translation official.** Given the role of language as a major barrier to communication, participation, and inclusion, a recommendation was made to formalize and deepen how the City approaches translation. It is possible to provide impromptu translation services, but a translator could be more effective if s/he were acquainted with the context of whatever work was being discussed and understood the City’s goals. This could be pursued in tandem with related efforts to further engage older residents from the city’s varied cultural communities and could be brought in under broader inclusion efforts.

**Hennepin County: On the Same Page**

As noted in the Methodology section, the City’s Recreation and Parks Senior Adult Programs and Hennepin County Public Health conducted a related and complementary effort over the course of 2018 while the City of Brooklyn Park undertook engagement for Age-Friendly Brooklyn Park. (See Methodology for more detail.) The resulting report, while developed independently from this one, reached many of the same conclusions concerning what was learned about older residents of color, low-income residents, and immigrant and refugee communities.

Notably, both reports conclude that:

- Transportation and communication are priority concerns that cut across all backgrounds, cultural groups, and income levels.
- The City’s role can be facilitative in supporting older residents of color and from immigrant and refugee groups. It need not always lead the charge.
- Programs should be brought into the community at trusted locations where people already gather.
- Partnering with community organizations can help reach multicultural residents with important information about programs, services, and events.

- Consider offering reduced-cost Recreation and Parks programming for low-income participants.
- More conversation is needed to build relationships, understand needs, and determine the best ways to move forward.

This overlap reinforces the takeaways from both reports and can help guide both the City and County as they determine strategies and next steps for more effectively engaging residents of varying cultures, ethnicities, and income levels.

**Beyond City Hall**

A true age-friendly community requires action, commitment, and intellectual contributions from many community partners beyond local government. As City leaders consider how to advance age-friendliness in areas beyond its direct purview, they can opt for several approaches.

**Strategic Partnerships: We Don’t Do This Alone**

Key organizations in Brooklyn Park provide critical services to many older residents, each offering its own expertise. More established partnerships with other community organizations, which may in some cases include funding, could be important to reaching various cultural communities with information about events and services. These partnerships could also help the City learn about needs and opportunities within various ethnic communities.
The organizations listed below would be valuable partners in helping the City connect with and support older immigrants, refugees, and residents of color.

- **ACER (African Career, Education, and Resource Inc.)** is based in Brooklyn Park and supports, advocates for, and empowers African immigrants in north and northwest suburbs of Minneapolis. It could help the City understand and communicate with older Africans and their families in the community.

- **CAPI USA** is an immigrant-led nonprofit focused on helping the state’s newest immigrants and refugees and could be an important link to those groups in Brooklyn Park.

- **Lao Association of Minnesota** is based in Minneapolis but serves many Lao residents of Brooklyn Park. It organized a group of Lao residents of Brooklyn Park to participate in a focus group related to Age-Friendly Brooklyn Park (see page 18 for more information). They could help the City better understand the needs of Lao elders, a culture distinct from Hmong, and connect older Lao residents to information and services.

- **Liberian Health Initiative** and **Sierra Leone Nurses Association**: These organizations are providing critical services to elders in the Liberian and Sierra Leonean communities by addressing social isolation and health literacy. Both organizations were begun out of passion for the work and have grown into small but significant organizations. Leaders bring firsthand knowledge of the culture and language and can effectively connect elders with health education and resources and opportunities to socialize with their peers. They are also important conduits of information to the City concerning the reality of elders’ needs in their respective communities.

- **Organization for Liberians of Minnesota (OLM)** is an important organization in Brooklyn Park’s Liberian community. It already provides some elder services and partnered with the City to pilot a fitness class to a group of older Liberian immigrants during 2018. The City has partnered with OLM in other ways, including a presentation from OLM to City staff related to the City’s racial equity work.

These additional partners would also be important or helpful in becoming an age-friendly community more broadly. The list is not exhaustive.

- **Community Emergency Assistance Programs (CEAP)** is a critical service provider in the community. This forward-thinking organization is well equipped to do more on several fronts—including basic services, nutrition, and transportation—given more resources.

- **Community Education** is offered through the four school districts that cover Brooklyn Park. A partnership is currently being explored through Recreation and Parks and Anoka-Hennepin Community Education to share resources and coordinate planning.

- **Hennepin County Public Health; Hennepin County Active Living**
  Hennepin County could provide technical or potentially financial assistance in some age-friendly efforts. It recently hired a healthy aging coordinator within the Public Health Department to help advance this type of work throughout the county, and Active Living could support the City’s work to increase opportunities for greater walkability and health equity.
Convene and Facilitate

One proven model for achieving large-scale change is collective action, on which much has been written, but in short involves a group of people or organizations working together toward a common goal that cannot be accomplished individually.

Many organizations expressed interest in participating in this work, yet most lack the time, resources, or expertise needed to initiate and lead an effort. The City, though it has its own time and resource constraints, is well-positioned to convene partners and facilitate work. It has laid the groundwork for this role by investing considerable resources into Age-Friendly Brooklyn Park, and it can take advantage of momentum built and relationships developed during work to date.

The City would optimally hire a consultant due to the time and expertise necessary to launch such an effort. The City would function as the “backbone” organization, meaning it would serve as the convener and project manager. It would also involve recruiting community partners, by getting them to come to the table and committing to actively participating in a process to achieve change a new scale in a new way, together.

To keep the project at a targeted and more manageable scope, it could involve one issue within the realm of age-friendly—such as housing, communication, or establishing greater connections between organizations that serve older adults to create a pipeline of information flow and referrals. It could also be a way to approach the possibility of a municipally collaborative transportation service.

This would likely be a multi-year effort to help develop and implement community-wide strategies involving multiple partners.
This section lays out broad strategies for tackling work in the first few years.

**OPTION A**

**Phase 1:**

1) **Determine the structure of the first year's work: who will lead, and how will the work be formalized across the City?**

- To advance the work to a meaningful level with real outcomes, someone must be officially charged with doing so. To this end, the City should continue its work with its age-friendly consultant. The work generally happens on two levels: higher-level strategy and project management. The consultant could lead strategy and implementation (in partnership with key staff when relevant), while staff could lead project management, especially with internal work. (Given recent staffing changes, the team may need to determine what arrangement would work best.)

- In addition to these day-to-day leads, an internal team should meet regularly to track and guide the work. This could be a continuation of the current team or an expansion thereof.

2) **Develop an action plan to determine strategies for moving the work forward.** The plan could span 2-3 years and include work both inside city government as well as out in the community. It would include or reflect recommendations from this report but differ in that specific goals and action items would be created, and each action item would be tied to partners, a timeline and indicators for progress. The plan could be organized by the Task Force on Aging's four priority areas, or a variation on those domains, and written by the consultant.

- **City Government:**
  - Building on this report, the consultant could take City department work to the next level by conducting further work with staff to educate, identify opportunities, set priorities, formalize strategies, and establish timelines for internal integration of age-friendliness.

- **Community:**
  - Use community engagement findings and this report as a basis for creating an action plan.
  - Community partners should play a role in developing the action plan and would need to be engaged accordingly. Partners could be identified by City staff and the consultant.
  - Partners must also help implement the plan. Their role in that stage should be addressed at this point, too, by getting their buy-in and commitment. Ideally a community-based age-friendly team or several smaller teams focused on specific domains would be developed as part of this process to help create the plan and prepare to implement it.

- **Consultant role:**
  - In addition to work with City departments, the consultant could help lead the work on various fronts, most importantly engaging community partners and writing the action plan. This should also include staying connected to Hennepin County’s work in the age-friendly arena as they invest more resources in this work and identifying opportunities for partnership with the County as well as individual cities related to a possible regional approach.
3) **Quick Wins!** Based on this report, identify a few quick wins, get them done, and spread the word. This will help demonstrate the City’s commitment, build excitement, and help balance out the longer-term horizons of much of the other work. Some candidates for “quick wins” are:

- Establish a policy that formalizes space priority for Senior Adult classes.
- Reach out to new residents at senior housing communities with a tour of the city. (A tour was conducted with Tradition residents in October; St Therese also expressed interest in this and could be an early partner.)
- Add benches in needed locations along trails near SummerCrest Condominiums.
- Organize a community engagement session with older immigrants related to the park bond. (No one in our Lao focus group, for example, had heard about the aquatic facility proposal but all were supportive of the idea.)

**Phase 2:**

1) **Implement action plan.** The nature of implementation will be determined by the structures set up and partners engaged during Phase I.

   a. **City government:** Departments will be doing internal work related to embedding age-friendliness into their own areas and engaged in the external aspects of the plan where it makes sense.

   b. **Community:** Ideally, representatives from partner organizations will be actively engaged in implementing the plan they helped to develop.

   c. **Consultant:** The consultant could continue to guide the work at this stage, though Phase I would also inform that role. It may include the following: ongoing work with City departments; leading or supporting implementation of action plan items; working with community partners engaged in the effort.

2) **Create a progress report after year one** to evaluate and share updates with the community and stakeholders.

3) **Reevaluate the structure of the work and adjust** according to City resources, successes and challenges to date, and partner engagement.

4) **Determine the long-term structure of the work in terms of staff and work routines.** Formalize the approach and commitment with a written document describing how age-friendly considerations have been incorporated in the City’s ongoing work.

**Costs:**

- Many recommendations from this report can be implemented at little to no cost beyond staff time. Specific projects, if pursued, could carry price tags—such as installing additional benches along trails.
- Consultant costs would vary depending on the scope of the work undertaken but could range from $15,000 to $30,000 for Phase I and $15,000-$25,000 for Phase II. This is a rough estimate.
OPTION B

This would be a scaled-back version of Option 1 in that Phase 1 would focus strictly on implementing recommendations related to embedding age-friendliness in City government (although that work would also, of course, involve and benefit residents). Only in Phase 2 would the City begin active engagement of community partners to create and implement a broader action plan. One advantage would be cost savings due to work being spread out. Another might be having fewer moving pieces at once.

Costs: This range would be less, closer to $8,000 to $15,000 in Phase I and $15,000 to $25,000 in Phase II.

Possible Funding Sources

The below list provides some potential sources of funding for various aspects of Age-Friendly Brooklyn Park. These could be applied to either Option A or B above. While the City would need to continue to invest its own resources, funding through these or similar channels would make additional or expanded work possible as well as help legitimize and energize the initiative by having been chosen to receive competitive grant funds.

1) Bush Foundation Community Innovation Grants are awarded in amounts between $10,000 and $200,000. They fund initiatives that identify a need and work to create a solution, ideally engaging the community and working collaboratively with partners along the way. There are no deadlines.

2) AARP Livability Community Challenge Grants are quick-action grants. The entire process—from application to implementation to reporting—lasts about nine months. Grants range from several hundred to several thousand dollars. They support quick changes that lead to long-term improvement in four key areas: transportation and mobility; creating vibrant public places; availability of housing; and other community improvements. The 2019 process opens on February 20, with more information available soon thereafter.

3) Allina Neighborhood Connection grants support communities in building social connections, among the same group of adults, through healthy eating and physical activity. They must include at least six events for the same group of people, with priority given to people more likely to experience health inequities. The application period runs from November 2018 to February 14, 2019 and will likely be similar next year.

4) State of Minnesota SHIP grants (through Hennepin County). Statewide Health Improvement Partnership (SHIP) grants fund several areas each year, such as Active Living, Healthy Eating, Tobacco Prevention and Control, and others. Most relevant to Age-Friendly Brooklyn Park would be efforts related to dementia. Brooklyn Park could also work with the County to advance the idea of a regional-level age-friendly effort, particularly related to the possibility forming of a regional Age-Friendly Community Leadership Team (CLT).
APPENDIX A: Notes from City Department Meetings

The following section summarizes notes from meetings between the initiative’s age-friendly consultant and key staff from several departments. They are intended to provide a sense of issues, concerns, opportunities, and questions related to age-friendliness from the perspective of these staff, and to share what helped inform recommendations concerning City departments earlier in the report. The notes are summaries and not exhaustive. See Appendix A for more detail about meeting attendees and dates.

Administration and Finance (Public-facing staff)

- **Physical design/infrastructure:**
  - Physical spaces in City Hall should be improved to accommodate residents with mobility challenges who need to conduct business at City Hall. Handicapped parking is near the front door, but the front door is far from the ultimate destination inside the building.
  - Residents have requested wheelchair availability in the building to help them travel this distance, but it is apparently not permitted due to liability concerns.
  - Counter setups at the motor vehicle service desk are not conducive to people with walkers. There is one ADA compliant station to accommodate wheelchairs.

- **Customer service:**
  - There is a need to be able to step up customer service to assist older residents requesting additional services; they advocate for themselves more than they used to.
  - Some older residents seek general help almost like concierge services. Staff get requests to help arrange rides through Uber or similar or to track down various pieces of information, such as the address for and directions to the nearest Social Security office.
  - Finance is considering creating budget briefs for residents to provide more easily understandable information about how the city is spending taxpayers’ money. This would benefit all residents, including older ones.

- **Utilities:**
  - Older residents have trouble getting to their basements to check their water meters. The City sends out personnel free of charge to help.
  - People want many options for paying their utility bills: in-person, over the phone, through the City’s website, and through apps. There are a wide range of preferences and expectations, driven in part by age.
  - Utility rate increases are problematic for older adults on fixed incomes.

- **Human Resources:**
  - Not all job applicants have computer skills needed to apply for jobs, yet that is the only way to apply. Support systems are available over the phone and in-person, but sometimes HR staff will simply create and complete a simple application for someone for a straightforward seasonal position to simplify the process and as a service to the resident.
  - People dislike forced use of technology. They want to be able to reserve a room over the phone, but that service is no longer available. Staff get asked to find workarounds for using technology. “Can’t you just…?”
• Assessing:
  o Older residents on fixed incomes can find it confusing and frustrating to receive a property tax increase. Even if they haven’t made any improvements, their home can increase in value. The Assessing Department has recently started leaving information for people not home during appraisals, but more could be done to help communicate on this issue to resident homeowners, especially older ones.

• Inclusion/Language:
  o Older immigrants rely on their family members to take care of bill payments, phone calls, and other business that may involve the City—in part because of the language barrier. There are translation needs for many residents.

Community Development

• Housing:
  o There is a gap in senior affordable housing.
  o The city needs lifecycle housing.
  o There are few multi-unit options, though apartments are viewed negatively.
  o Universal design:
    ▪ Community Development does trainings for landlords related to keeping things up to code. This could be an opportunity to include recommendations promoting age-friendly and/or universal design features. It could be part of an inspection report as a recommendation, not an actual code issue. For example, what kind of doorknobs are being used? Accessible hardware comes up on commercial buildings but not yet on residential ones. The City could engage people in how these codes affect them.

  ▪ Residential universal design is a recommendation in the comp plan, but there are no details. The City could help educate developers or contractors about why it is important.

• Transit: What would age-friendliness look like for LRT? The City should consider this.

• Environmental and public health staff observe a strong need to provide more resources to residents who need help. “We need tools to connect people to. Who can we tell people to call?”

• Staff Training/Engagement:
  o The City/Community Development could use more attention to staff training and behavior. For example, it would help to make microphone use in public meetings mandatory to ensure that hearing impaired attendees can hear. This has been an issue in the past.
  o Would it be possible for staff to help residents on staff time? Perhaps 8-16 hours per year could be dedicated to volunteering in that way. This could be brought before Council.

Fire and Police Departments

• Overall themes from department leaders:
  o They believe they have an opportunity to be more strategic instead of just reactive and response-driven
  o They would like to shift to a community risk reduction approach and away from public education.
  o The Police Department sees its role in age-friendliness as being able to make appropriate referrals to older people who need assistance.

  o An easy majority of fire department calls are medical and preventable. Many calls from older adults are related to lift assist, chronic illness, or simply loneliness. Responders can deal with the immediate situation but have very little capacity to connect residents to resources that would help them address
the root problem (and prevent additional 9-1-1 calls). On an emergency call, responders don’t have anywhere to refer or send people who need further help. Residents are sometimes brought to the hospital for lack of a more fitting next step.

- The City has a regular referral program with North Memorial’s Community Paramedic program, which can be used with residents who have made emergency calls more than twice. This program is effective in dealing with people who need additional help.

- Many police departments are embedding social workers or mental health specialists in the department/on response teams, and that person takes charge of the follow up. While this is typically the county’s domain, Adult Protection Services through Hennepin County can often do what is needed in terms of case management due to their own resource constraints.

- Council may not realize the degree to which group homes, of which there are many in Brooklyn Park, drain police resources. Minimal licensing requirements can mean that some homes are operated poorly, and police are at these places all the time. They estimate that about half of the city’s group homes house older adults with cognitive or medical issues.

- Has the City come up with policies to allow city employees time deal with aging parents? This is needed and would be valued.

**Operations & Maintenance Department**

- Older property owners need help with snow shoveling/removal, and there are few community resources to help them. (Staff will sometimes go out and clear snow themselves!)

- This department has heavy contact with the public. They answer calls all day (two full-time staff answer phones) and are also out in people’s homes and yards.

- Since 2003 they offer a unique arrangement with homeowner associations (HOAs) to the benefit of residents, many of whom are older. HOAs sometimes get to tag onto existing projects, such as a street improvement, and they greatly appreciate that because it is much cheaper than hiring their own contractors directly. (It does cost the City in terms of staff time.)

- They believe it is important to be able to be a resource for people, but “high-touch services stretch us.”

- There are opportunities related to trails, such as wayfinding, benches, and lighting, but these cost money.

**Recreation & Parks Department**

- People in seasonal positions are increasingly older adults, and they are highly valued employees. City staff appreciate their attention to detail and their maturity that allows them to deal with a range of situations that might arise.

- There is the question of a volunteer coordinator, but this is a delicate business given the way volunteering is currently structured throughout city departments right now. Volunteering can tricky business. People seem to think a volunteer coordinator could be housed in Community Engagement, but there is not consensus on the issue.

- There may be opportunities to use Recreation on the Go aimed at children to engage older adults who are grandparents and frequently care for grandchildren. Rec on the Go can help build trust through whole families, not just kids. There may be opportunities to be more active right on site at places such as Huntington Apartments.

- Integration and Inclusion Services: What does this look like for older adults? The department needs to address this question.
CAC Front Desk and Maintenance Staff

• The front desk almost functions like a concierge service, fielding requests and questions on a wide variety of issues.

• There is definite growth in number of older people using the CAC.

• There is a strong customer service dimension to this work.

• Staff try hard to “get a yes” for people or at least move in that direction.

• Participants are required to check in at the front desk for their classes. The City purposely does it that way because they value the personal contact with people.

• Brooklyn Park offers a lot compared to other community centers, and the staff are a big part of what make it special.
### APPENDIX B: Resident Engagement Details

<table>
<thead>
<tr>
<th>TYPE OF ENGAGEMENT</th>
<th>PRIMARY DEMOGRAPHIC</th>
<th>EVENT/PARTNER ORGANIZATION</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Listening session (about 20 people)</td>
<td>Liberian</td>
<td>Organization for Liberians of MN</td>
<td>3/28/18</td>
</tr>
<tr>
<td>Table at Dynamic Aging Resource Fair with interactive engagement</td>
<td>Primarily white, many were Senior Adult program participants</td>
<td>City: Recreation &amp; Parks</td>
<td>4/11/18</td>
</tr>
<tr>
<td>Focus group—range of ages (10 people)</td>
<td>SE Asian, mostly Hmong and Lao</td>
<td>City: organized by Community Engagement and CM Susan Pha</td>
<td>4/24/18</td>
</tr>
<tr>
<td>Presentation and group discussion</td>
<td>Variety</td>
<td>City: Community Assembly event</td>
<td>4/26/18</td>
</tr>
<tr>
<td>Listening session/open house</td>
<td>Senior Adult program participants, primarily white</td>
<td>City: Recreation &amp; Parks</td>
<td>4/30/18</td>
</tr>
<tr>
<td>Listening session/open house</td>
<td>Senior Adult program participants, primarily white</td>
<td>City: Recreation &amp; Parks</td>
<td>5/10/18</td>
</tr>
<tr>
<td>Focus group with Meals on Wheels volunteer drivers through CEAP (9 people)</td>
<td>White</td>
<td>CEAP</td>
<td>5/11/18</td>
</tr>
<tr>
<td>Interview with two individuals (Pat)</td>
<td>Black</td>
<td>N/A</td>
<td>6/18/18</td>
</tr>
<tr>
<td>Focus group in partnership with Hennepin County Public Health (about 13)</td>
<td>Lao</td>
<td>Lao Assistance Center of MN</td>
<td>7/19/18</td>
</tr>
<tr>
<td>Focus group (10 people)</td>
<td>White senior housing residents</td>
<td>Tradition (rental senior housing)</td>
<td>8/1/18</td>
</tr>
<tr>
<td>Focus group (10-15 people)</td>
<td>Black senior housing residents (most not Liberian or other W African immigrants)</td>
<td>Brooks Landing (rental senior housing)</td>
<td>9/11/18</td>
</tr>
<tr>
<td>Focus group (8-10 people) in partnership with Hennepin County Public Health</td>
<td>Hispanic/Latinx residents of varying ages</td>
<td>Eden Park Apartments</td>
<td>9/18/18</td>
</tr>
<tr>
<td>Focus group (8 people)</td>
<td>White</td>
<td>SummerCrest Condominiums</td>
<td>10/9/18</td>
</tr>
</tbody>
</table>
### APPENDIX C: Key Stakeholder Engagement

<table>
<thead>
<tr>
<th>NAME</th>
<th>ORGANIZATION</th>
<th>SECTOR</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kay King</td>
<td>Older Adults Program Coordinator and Community Educator, NAMI MN</td>
<td>Mental health</td>
<td>4/3/18</td>
</tr>
<tr>
<td>Clare Brumback</td>
<td>Executive Director, CEAP</td>
<td>Nonprofit/social services</td>
<td>4/3/18</td>
</tr>
<tr>
<td>Brad Kerschner</td>
<td>Director of Programs, CEAP</td>
<td>Nonprofit/social services</td>
<td>4/3/18</td>
</tr>
<tr>
<td>Lyla Pagels</td>
<td>Coordinator, Faith Community Nurse Program, Mercy Hospital/Allina</td>
<td>Healthcare</td>
<td>5/8/18</td>
</tr>
<tr>
<td>Noella Fath-Cutter</td>
<td>Adult Learning Coordinator, Anoka-Hennepin Community Ed</td>
<td>Community Education</td>
<td>5/17/18</td>
</tr>
<tr>
<td>Anne-Marie Bartlett</td>
<td>Quality in Living Specialist, Saint Therese at Oxbow Lake</td>
<td>Senior housing</td>
<td>6/8/18</td>
</tr>
<tr>
<td>Mary Synstelen</td>
<td>Member of parish council, St Alphonsus Catholic Church</td>
<td>Faith community</td>
<td>6/13/18</td>
</tr>
<tr>
<td>Sunny Chanthanouvong</td>
<td>Executive Director, Lao Assistance Center of MN</td>
<td>Non-profit/immigrant services</td>
<td>6/25/18</td>
</tr>
<tr>
<td>Arthur Biah</td>
<td>President &amp; CEO, Liberian Health Initiative; Special Investigator/ Nurse Evaluater, MN Department of Health</td>
<td>Non-profit/immigrant health services</td>
<td>6/30/18</td>
</tr>
<tr>
<td>Renee Cardarelle</td>
<td>Associate Executive Director, Lao Assistance Center of MN</td>
<td>Non-profit/social services</td>
<td>7/8/18</td>
</tr>
<tr>
<td>Kumba Kanu</td>
<td>Founder, Sierra Leone Nurses Association; Certified Nurse Practitioner, Park Nicollet</td>
<td>Non-profit/immigrant health services</td>
<td>7/20/18</td>
</tr>
<tr>
<td>Emily O'Connor</td>
<td>Coordinating Librarian, Adult Services, Hennepin County Library</td>
<td>Library</td>
<td>7/20/18</td>
</tr>
<tr>
<td>Melissa Henderson</td>
<td>Marketing and Enrichment Coordinator, Osseo Area Schools</td>
<td>Community Education</td>
<td>7/23/18</td>
</tr>
<tr>
<td>Brenda Kennelly</td>
<td>Clinic Manager, Brooklyn Park, Hennepin Healthcare</td>
<td>Healthcare</td>
<td>7/24/18</td>
</tr>
<tr>
<td>Emilia Jackson</td>
<td>Community Health Worker, Brooklyn Park, Hennepin Healthcare</td>
<td>Healthcare</td>
<td>7/24/18</td>
</tr>
<tr>
<td>Paula</td>
<td>Community Health Worker, Brooklyn Park, Hennepin Healthcare</td>
<td>Healthcare</td>
<td>7/24/18</td>
</tr>
<tr>
<td>Candice Bartelle</td>
<td>Admissions Representative, North Hennepin Community College</td>
<td>Education</td>
<td>7/29/18</td>
</tr>
<tr>
<td>Jennifer Olson</td>
<td>Director of Community Relations, Tradition</td>
<td>Senior housing</td>
<td>8/1/18</td>
</tr>
<tr>
<td>Zenobia Carson</td>
<td>Office Administrator &amp; Event Planner, Creekside Gables</td>
<td>Senior housing</td>
<td>8/8/18</td>
</tr>
<tr>
<td>Beth Lelonek</td>
<td>Director of Sales and Marketing, Waterford Living</td>
<td>Senior housing</td>
<td>9/17/18</td>
</tr>
<tr>
<td>Mary Rooney</td>
<td>Director of Community Relations, Waterford Living</td>
<td>Senior housing</td>
<td>9/17/18</td>
</tr>
<tr>
<td>Paul Metzler</td>
<td>Executive Director, Saint Therese at Oxbow Lake</td>
<td>Senior housing</td>
<td>9/24/18</td>
</tr>
<tr>
<td>Diane Dickmeyer</td>
<td>Robbinsdale Area Schools</td>
<td>Community Education</td>
<td>10/3/18</td>
</tr>
<tr>
<td>Advisory Board</td>
<td>BP Business Forward</td>
<td>Business association</td>
<td>11/9/18</td>
</tr>
<tr>
<td>Kylie Ryan</td>
<td>Registered dietician, Hy-Vee</td>
<td>Retail/grocer</td>
<td>12/4/2018</td>
</tr>
<tr>
<td>Brooklyn Park Lions Club</td>
<td>Community/Lions members</td>
<td>Community group</td>
<td>11/5/18</td>
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</tbody>
</table>
### APPENDIX D: City Department Engagement

<table>
<thead>
<tr>
<th>EVENT / GROUP / DEPARTMENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Kickoff Meeting</strong> – cross-department: Kaela Dickens, Kathy Fraser (CLIC), Cory Funk,</td>
<td>2/15/18</td>
</tr>
<tr>
<td>Gretchen Garman (Hennepin County Public Health), Gina Magstadt, Todd Seitz, Josie Shardlow,</td>
<td></td>
</tr>
<tr>
<td>Jay Stroebel, Jody Yungers, Dan Zelazny</td>
<td></td>
</tr>
<tr>
<td><strong>Community Long-range Improvement Commission (CLIC) meeting</strong></td>
<td>7/12/18</td>
</tr>
<tr>
<td><strong>Manager-level staff meeting</strong> (large group, cross-departmental)</td>
<td>6/19/18</td>
</tr>
<tr>
<td><strong>Joint Commissions and Council meeting</strong></td>
<td>8/6/18</td>
</tr>
<tr>
<td><strong>Rec and Parks:</strong> Don Berry, Eve Burlingame, Pat Busch, Greg Hoag, Jen Gillard, Pat Milton, Steve Gulenchyn, Michelle Margo, Pam McBride, Marc Ofsthun, Mark Palm, Brad Tullberg, Jody Yungers</td>
<td>8/7/18</td>
</tr>
<tr>
<td><strong>Community Development:</strong> Bruce Bloxham, Kim Berggren, Erik Hanson, Keith Jullie, Jason Newby, Al Peterson, Gail Trenholm</td>
<td>8/10/18</td>
</tr>
<tr>
<td><strong>Police and Fire departments:</strong> John Cunningham, Craig Enevoldsen, Jeff St. Martin, Todd Seitz</td>
<td>8/14/18</td>
</tr>
<tr>
<td><strong>Operations and Maintenance:</strong> Dan Ruiz, Steve Nauer, Greg Hoag, Jon Watson</td>
<td>10/17/18</td>
</tr>
<tr>
<td><strong>CAC Front Desk and Maintenance Staff:</strong> Pam Neuman, Mike Oravez, Mark Palm, Wayne Roehrich, Randi Schmidt</td>
<td>10/25/18</td>
</tr>
<tr>
<td><strong>Administration and Finance:</strong> Jeanette Boit-Kania, Claudia Diggs, Chris Kuecker, Janis Lajon, Xp Lee, Linda Mozis, Josie Shardlow, Xai Vue, Joe Wulfing</td>
<td>10/29/18</td>
</tr>
</tbody>
</table>
APPENDIX E: Task Force on Aging Recommendations

An effort of the Community Long-Range Improvement Commission (CLIC)\(^4\), the citizen-led Task Force on Aging developed the following conclusions and recommendations to the City of Brooklyn Park in 2015. The Task Force’s work is an important foundation for the current age-friendly efforts and is referenced earlier in this report.

**Becoming an Age-Friendly City**

**August 2015**

The Task Force on Aging was charged by the CLIC (Citizens Long-Range Improvement Committee) to review issues, assess resources, identify gaps and offer to assist the city when addressing the changing and aging demographics within Brooklyn Park.

Four themes kept resurfacing throughout the study:

1. It is difficult to define who is “senior.” The Task Force defined seniors as persons over 50 years of age. The terms seniors, aging and 50+ are used intermittently throughout this report.

2. Many communities have already accomplished similar studies, developed policies and programs addressing the aging population in their areas. The Task Force utilized existing data and tools to help us locally.

3. Brooklyn Park has many good things going for seniors yet the areas needing improvement will require long term commitment and vision. Services need to be able to adapt with the diverse cultures and needs of seniors. Existing services such as those available through the Senior Center, Parks and Rec, and CAC will need to expand or enhance their capacity as this population increases.

4. The Task Force adopted the philosophy that when a community enhances and respects the lives of its youth and seniors the lives of all other age groups are more enhanced and respected.

The Task Force feels that a best practice way for Brooklyn Park to address concerns for seniors is to use the vision, tools and policies that already exist with the Age Friendly City initiative. By adopting these best practices, the lives of all age groups in Brooklyn Park will be enhanced and respected.

An Age Friendly City initiative is a comprehensive effort to prepare the world’s urban centers for an increasingly older adult population. Age friendly cities optimize opportunities for health, participation, and security in order to enhance quality of life as people grow older.

The City of Brooklyn Park does currently have many strengths, as outlined below:

**Community and Civic Participation**

- Many opportunities for involvement through volunteer groups, city commissions/committees and Recreation and Parks Department
  - Community Cafes hosting by city on important or trending issues
  - Community Engagement Initiative
  - City website, Get Up and Go brochure and Park Pages provided information on current activities and volunteer opportunities
  - Nextdoor.com the Neighborhood Initiative, and National Night Out offer community building opportunities and connections

---

\(^4\) CLIC has since been renamed the Community Long-range Improvement Commission.
Housing

- City offers a variety of housing options in independent living, assisted living and subsidized housing.
- Range of housing prices and types are available, however limited in supply.

Public Spaces and Transportation

- Many existing parks in the city park system, as well as Three Rivers Parks
- New library to open in 2016
- Existing Senior Center, CAC, and Recreation and Parks Department
- Some transportation options in Metro Mobility, local bus system and taxi

Health and Social Services

- Hennepin County Service Center is on the border of Brooklyn Park
- City currently has medical clinics within city limits that offer general/basic medical care
- Four hospitals near the City of Brooklyn Park
- Recreation and Parks/CAC offer a fitness center
- Many of the existing private health clubs within the city offer senior fitness options
- Community offers some free meal services

The committee is making recommendations to the city to ensure effective planning for the dramatic demographic changes that are happening within the senior community.

The initiatives of an Age-Friendly City address:

- Transportation
- Outdoor spaces and building
- Community support and health services
- Communication and information
- Civic participation and employment
- Respect and social inclusion
- Social participation
- Housing
- Healthcare

Goals of an Age-Friendly City:

- Empower individuals as they age to live independently and vibrantly.
- Support communities as they foster quality of life and community connectedness in a manner that meets the wide-ranging needs and preferences of older individuals and their families.
- Ensure that city planning and city funded programs are responsive to the needs and preferences of older residents and are designed to support their lifestyles and choices.

The Task Force identified that many established services and resources are available for Brooklyn Park’s aging population to utilize or participate in. The Task Force did identify three major areas for improvement where gaps currently have a negative impact on the lives of our 50+ population:

1. Seniors of all ages have limited awareness of their resources and have an extremely difficult time understanding, navigating and accessing departments, services and their policies.

2. Existing and new development needs to implement more age friendly standards when trying to accommodate growing needs and desires of the changing and aging population.

3. Seniors have great difficulty accessing transportation when it becomes desirable for them to reduce dependence on their automobiles.
The Task Force is recommending the following:

1. **Appoint a staff member and an advisory group to ensure a commitment to the citizens in regard to communication, programming, resource development and accessibility.** Ensure the group is reflective of our culturally diverse community. A City appointed staff member with the support of the advisory group would manage the vision and goals of the Age Friendly initiative on an on-going basis. This position would be a point of contact to:
   - Conduct on-going community assessment to determine age friendliness and cultural responsiveness.
   - Ensure coordination of existing and new services with the community. This would include transportation, housing, health, recreation, volunteerism and social services.
   - Identify opportunities in future programs or development to include age friendly initiatives (i.e. transportation options, healthcare services, design elements, business development, housing types, and recreational programs).

2. **Establish a resource center (HUB).** This would be a one stop shop resource for ease in disseminating information.

3. **Review all housing and business development and redevelopment for opportunities to be age friendly.** Future development/redevelopment planning is critical. City and staff need to be keenly aware of how future development will impact the residents. This is an opportunity for them to build into the new and redevelopment projects age friendly initiatives. This will be most important when reviewing upcoming transportation initiatives and future housing, healthcare and business development.

4. **Address lack of and/or difficulty accessing transportation options for the short term as well as plan for the long term.** Lack of convenient, accessible and affordable transportation is a key issue facing the city today. While the possibility of the LRT coming through Brooklyn Park is on the horizon there is a direct need for immediate increased transportation options such as more frequent buses, more convenient routes, and alternative forms of transportation in cabs and ride sharing.

The 50+ population is a vibrant, talented, engaged demographic. The Task Force reviewed and suggested goals and recommendations in the following areas:
   - Community and Civic Participation
   - Housing
   - Public Space and Transportation
   - Health and Social Services

This is an approach used by the Age Friendly Initiative and is outlined in the attached power point. This information can be used as a guide and resource for the proposed Advisory Committee or identified staff to understand and address the needs and desires of the changing and aging population of Brooklyn Park.

In addition to the PowerPoint presentation, attached is a checklist for essential features in an age friendly city. City staff, the planning commission and developers should review the checklist to ensure whenever possible key features are being incorporated into all future development and redevelopment as appropriate.
APPENDIX F: WHO/AARP Age-Friendly Network: To join or not to join?

As a result of the Task Force on Aging’s work, CLIC recommended that the City of Brooklyn Park become a certified age-friendly city by 2020. This referred to the WHO/AARP Global Network of Age-Friendly Cities and Communities. To clarify, there is only membership in the network; there is no certification or designation of age-friendliness (a common misperception). A city that joins the network commits to a process and to be accountable for taking steps and demonstrating work through that process.

Joining the network involves the following steps over the course of five years:

Step 1: Complete an application and provide a mayoral letter of commitment.

Step 2: Conduct a community assessment of older adult needs.

Step 3: Create a three-year action plan.

Step 4: Implement the plan and evaluate progress.

Step 5: Refine as needed and continue the work.

(ongoing work makes this a cycle of continuous improvement.)

Brooklyn Park has already completed Step 2, which is significant, and would be poised to begin Step 3 of creating an action plan.

As the City decides whether to make this commitment, here are some considerations:

**Benefits:**

- Network membership can lend legitimacy or cachet to the work and officially put Brooklyn Park on the map of age-friendly communities. It could also help recruit community partners to participate, although cities can demonstrate their commitment and seriousness in other ways.

- There is no financial commitment involved in joining. Cities can undertake this work as they are able, and in many places' grassroots teams of community members and organizations lead the work. While cities do often invest some funds in the work—which certainly makes more possible—part of the idea is that many changes or improvements can be made at low cost.

**Possible drawbacks:**

- Committing to the process attaches set timelines and deliverables to the work. This structure can help keeping the work focused and moving and ensure that a thorough process is being followed. Some communities and initiative leaders find this beneficial or even necessary. However, if a city's work has enough substance, momentum, and leadership commitment already, the network structure and requirements may not be needed to drive the effort and can become another aspect of the work that needs to be managed. Many communities are doing this type of work—and doing it well—without joining the network.

**Additional points:**

- There is no funding support tied to membership. AARP offers occasional grant opportunities for such work, but any community is eligible to apply for and be awarded grant funding, not only network members.

- Resources on age-friendly communities through WHO and AARP are available to any community, not only network members.
APPENDIX G

Voice from the City’s Diverse Senior Population: A Report on Brooklyn Park’s Recreation and Parks Adult & Senior Adult Programs

CITY OF BROOKLYN PARK’S RECREATION AND PARKS
ADULT & SENIOR ADULT PROGRAMS

VOICES FROM THE CITY’S DIVERSE SENIOR POPULATION
A project with HENNEPIN COUNTY PUBLIC HEALTH
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<td>ADDITIONAL RECOMMENDATIONS</td>
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<td>APPENDIX A: SUMMARY OF KEY FINDINGS FROM THE FOCUS GROUPS &amp; LISTENING SESSIONS</td>
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INTRODUCTION

In 2017, Brooklyn Park’s Park and Recreation Adult & Senior Adult Programs began a partnership with Hennepin County Public Health (HCPH) through a Statewide Health Improvement Partnership (SHIP), Minnesota Department of Health (MDH) contract. Through collaboration with local public health and city and community-led improvements, SHIP is working to create healthier communities across Minnesota by expanding opportunities for active living, healthy eating and tobacco-free living.

The goal of this partnership was to gather input from the 50+ community in Brooklyn Park on their needs, desires, gaps, challenges and barriers to accessing and/or participating in physical activity opportunities through Brooklyn Park’s Recreation and Parks Adult & Senior Adult Programs. There was a specific focus on Brooklyn Park’s diverse racial and ethnic populations.

Located in the suburban northwest outer ring of Hennepin County, the City of Brooklyn Park is a diverse community with populations of color being 54% of the population. The 50+ community makes us almost one third, or 27% of the city’s population.

Below is physical activity and social connectedness data from Hennepin County’s 2014 Survey of the Health of All the Population and Environment (SHAPE) results for the Northwest outer ring suburbs 50+ population.

SHAPE is series of surveys collecting information on the health of residents in Hennepin County and the factors that affect their health across a broad range of topics. It is administered every four years and helps in understanding how healthy residents are, examine differences in health among different communities, and understand how social factors such as income, education, and employment affect health.

Knowing that zip code and social factors are indicators of population’s health, it is important to consider this data while examining the health of the 50+ population in Brooklyn Park, with a close look at residents physical activity and social connectedness.

### Physical activity among residents 50 and older*

<table>
<thead>
<tr>
<th>Activity</th>
<th># of participants that responded Yes</th>
<th>Percentage that responded Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any leisure time physical activity</td>
<td>432</td>
<td>86%</td>
</tr>
<tr>
<td>Sufficiently active, moderate/vigorous</td>
<td>387</td>
<td>79%</td>
</tr>
</tbody>
</table>

### Social Connectedness*

#### How often are you involved in school, community, or neighborhood activities?

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Among 50-64</th>
<th>Among 65 and older</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of participants</td>
<td>Percentage</td>
</tr>
<tr>
<td>Weekly</td>
<td>75</td>
<td>27%</td>
</tr>
<tr>
<td>Monthly</td>
<td>33</td>
<td>11%</td>
</tr>
<tr>
<td>Several times a year</td>
<td>67</td>
<td>27%</td>
</tr>
<tr>
<td>About once a year</td>
<td>39</td>
<td>12%</td>
</tr>
<tr>
<td>Less often than yearly</td>
<td>23</td>
<td>6%</td>
</tr>
<tr>
<td>Never</td>
<td>54</td>
<td>17%</td>
</tr>
</tbody>
</table>

#### How often do you get together or talk with friends or neighbors?

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Among 50-64</th>
<th>Among 65 and older</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of participants</td>
<td>Percentage</td>
</tr>
<tr>
<td>Daily</td>
<td>104</td>
<td>33%</td>
</tr>
<tr>
<td>Weekly</td>
<td>128</td>
<td>44%</td>
</tr>
<tr>
<td>Monthly</td>
<td>32</td>
<td>12%</td>
</tr>
<tr>
<td>Less often than monthly</td>
<td>25</td>
<td>10%</td>
</tr>
<tr>
<td>Never</td>
<td>2</td>
<td>1%</td>
</tr>
</tbody>
</table>

#### People in this neighborhood are willing to help one another.

<table>
<thead>
<tr>
<th>Agreement</th>
<th>Among 50-64</th>
<th>Among 65 and older</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of participants</td>
<td>Percentage</td>
</tr>
<tr>
<td>Strongly agree</td>
<td>137</td>
<td>52%</td>
</tr>
<tr>
<td>Somewhat agree</td>
<td>126</td>
<td>40%</td>
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<tr>
<td>Somewhat disagree</td>
<td>22</td>
<td>7%</td>
</tr>
<tr>
<td>Strongly disagree</td>
<td>5</td>
<td>1%</td>
</tr>
</tbody>
</table>

*Includes: Brooklyn Park, Champlin, Corcoran, Dayton, Hanover, Hassan Township, Maple Grove, Medicine Lake, Osseo, Plymouth, Rogers
OVERVIEW OF FOCUS GROUPS

Below are the locations where focus groups were held in Brooklyn Park, as well as a complete overview of the focus group participants, results from participant survey questions, highlights of focus groups’ key findings, recommendations, and a summary of key findings from the focus groups and listening sessions.

<table>
<thead>
<tr>
<th>Focus Group Sites</th>
<th>Date of Focus Group</th>
<th>Race/Ethnicity of Participants</th>
<th># of Participants</th>
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<tr>
<td>Creekside Gables Apartments</td>
<td>5/23/18</td>
<td>African American (1), Hispanic (1)</td>
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<td>Lao Assistance Center of MN (LACM)</td>
<td>7/19/18</td>
<td>Laotian (15)</td>
<td>15</td>
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<tr>
<td>Organization of Liberians in MN (OLM)</td>
<td>7/18/18</td>
<td>Liberian (9)</td>
<td>9</td>
</tr>
<tr>
<td>Brook’s Landing Apartments</td>
<td>9/11/18</td>
<td>African American (8), Liberian (2), Indian &amp; Nigerian (1), White (1)</td>
<td>12</td>
</tr>
<tr>
<td>Eden Park Apartments</td>
<td>9/18/18</td>
<td>Hispanic/Latinx (7), Black or African American (1)</td>
<td>8</td>
</tr>
</tbody>
</table>

- Number of participants who completed the survey: 46
  - Female participants: 34 or 74%
  - Male participants: 12 or 26%
- Age range: 40-86
  - Average age: 64
- City of residence: 91% of participants live in Brooklyn Park
- Range of years living in Brooklyn Park: 1.5-26 years
  - Average length of time living in Brooklyn Park: 12 years
## Focus Group Participant Survey Questions

### Physical Activity

In an average week, how many days do you walk or engage in other physical activity?

<table>
<thead>
<tr>
<th>Frequency</th>
<th># of Participants</th>
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</tr>
</thead>
<tbody>
<tr>
<td>0 days per week</td>
<td>4</td>
<td>9%</td>
</tr>
<tr>
<td>1-2 days per week</td>
<td>5</td>
<td>11%</td>
</tr>
<tr>
<td>3-4 days per week</td>
<td>10</td>
<td>22%</td>
</tr>
<tr>
<td>5-6 days per week</td>
<td>8</td>
<td>17%</td>
</tr>
<tr>
<td>7 days per week</td>
<td>19</td>
<td>41%</td>
</tr>
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</table>

### Social Connectedness

#### How often do you feel isolated from others?

<table>
<thead>
<tr>
<th>Frequency</th>
<th># of Participants</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardly ever</td>
<td>22</td>
<td>48%</td>
</tr>
<tr>
<td>Some of the time</td>
<td>19</td>
<td>41%</td>
</tr>
<tr>
<td>Often</td>
<td>4</td>
<td>9%</td>
</tr>
<tr>
<td>Never</td>
<td>1</td>
<td>2%</td>
</tr>
</tbody>
</table>

#### How often do you get the social and emotional support you need?

<table>
<thead>
<tr>
<th>Frequency</th>
<th># of Participants</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Always</td>
<td>19</td>
<td>41%</td>
</tr>
<tr>
<td>Usually</td>
<td>5</td>
<td>11%</td>
</tr>
<tr>
<td>Sometimes</td>
<td>18</td>
<td>39%</td>
</tr>
<tr>
<td>Rarely</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Never</td>
<td>4</td>
<td>9%</td>
</tr>
</tbody>
</table>

#### How often do you get together or talk with friends or neighbors?

<table>
<thead>
<tr>
<th>Frequency</th>
<th># of Participants</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily</td>
<td>26</td>
<td>57%</td>
</tr>
<tr>
<td>Weekly</td>
<td>15</td>
<td>33%</td>
</tr>
<tr>
<td>Monthly</td>
<td>1</td>
<td>2%</td>
</tr>
<tr>
<td>Less often than monthly</td>
<td>3</td>
<td>7%</td>
</tr>
<tr>
<td>Never</td>
<td>1</td>
<td>2%</td>
</tr>
</tbody>
</table>
HIGHLIGHTS FROM THE FOCUS GROUPS AND LISTENING SESSIONS

Notes: For detailed results from each individual focus group, please see Appendix A: Summary of Key Findings from the Focus Groups and Listening Session, starting on page 11.

Activities:
- Aging looks different for people of different ages. What a 50-year-old is interested in and able to do might be similar or different from a 70-year-old.
- Being an active, older adult is a combination of being physically and socially active, maintaining independence and being connected to one’s cultural and faith activities.
- The majority of participants are not aware of Brooklyn Park’s Park & Recreation Adult & Senior Adult Programs or the Get Up & Go magazine.
  - Participants who are aware of the magazine either cannot read it because English is not their first language or are overwhelmed by it and discard it.
- Activities participants wished the City of Brooklyn Park would offer include: walking; swimming; Zumba/dance; English classes; computer classes; cooking and baking classes; CPR classes; volunteer opportunities; and crocheting, knitting, sewing, embroidering classes.
  - Participants want activities that include the whole family and that are held at their apartment, cultural organization they are members of and/or neighborhood based.

Social participation:
- Socializing and connecting through one’s place of faith (church or temple) is important.
- Participants who are members of an organization such as LACM or OLM rely on these groups for their social connectivity and learning about what is going on in their immediate community and the city.
- More than one focus group expressed a need for a community gathering space in Brooklyn Park in order to host culturally relevant activities and/or events, as well as to just gather and socialize.
  - The community gathering space needs to be a trusted, multi-generational place.
  - Participants are not aware of community gathering spaces already available in Brooklyn Park or how to use/reserve those spaces.

Access:
- All participants expressed that transportation is the number one barrier for participating in activities.
- The majority of participants from all cultural groups are dependent on their family and friends for transportation.
- Some participants walk or use their scooters to move around their neighborhood but that is often dependent on their health status, distance of activity and weather.
• A minority of participants use Metro Transit. Laotian seniors were less likely to use Metro Transit than any of the other participants groups.
• Challenges the participants experience in accessing activities include: cost, not understanding how to register and participate due to language differences, the location/distance of the activity, providing weekday childcare for grandchildren and the activities are not family-focused.

Communication and awareness:
• Participants, who are members of an organization such as LACM or OLM, learn about activities through word-of-mouth, phone calls, text alerts and the organizations’ staff.
• Participants want to learn about activities through senior friendly flyers that can be shared through their place of faith, apartment building, and community leaders.

What will improve the quality of life for the aging in Brooklyn Park?
• Convenient, reliable transportation.
• Communication about activities is available in their language, as well as make sure the activities have staff and/or volunteers who can speak their language.

Additional information:
• The Minnesota Laotian interpretation of ‘senior’ is different from the Western interpretation. They do not identify with ‘50+’. An ‘elder’ is considered a first-generation immigrant who might be as young as 40 years old but is more connected to the Laotian culture and language.
• Elder isolation in the Lao community is a big issue. Adult daycare centers are becoming more common, but they are private, therefore expensive and you must have qualified insurance to cover the participant.
• Lao elders are aging in place with their adult children and their children’s families. They experience mental health issues that stem from depression, their children not being successful, future finances, and trauma from immigration.
• Throughout all the cultural groups, there are residents who, daily, do not leave their apartment or apartment building and are very isolated.
• Many seniors rely on their adult children and grandchildren to help them understand, participate in and access neighborhood and city activities.
• When planning for inclusivity in activities, there is not a one-size fits all approach to including the diverse senior populations in Brooklyn Park.
RECOMMENDATIONS FROM FOCUS GROUP RESULTS

1. **Continued conversation and exploration.** Build off the relationships that have been developed through this project with the Lao, African-born, African-American and Hispanic/Latinx communities. Develop a 2019 plan to:
   - Share this report with the four cultural communities and community partners.
   - Explore further unanswered questions and/or next step ideas.

2. **Adult & Senior Adult Programming.** Take programming out into the neighborhoods.
   - Facilitate programs that different cultural groups are interested in and that the whole family can participate in.
   - Provide opportunities outside of physical activities. Opportunities where seniors can connect socially, as well as provide a learning/educational opportunity.
   - Hold programs at apartment buildings, trusted community gathering spaces, parks, etc.

3. **Transportation.** Explore further the transportation barriers seniors in Brooklyn Park experience.
   - Look at all modes of transportation – Metro Transit, walking, biking, using scooters, shared rides, etc.
   - Consider cost, accessibility, language of information, reliability, etc.
   - Provide educational opportunities on how to use the various modes of transportation to move around Brooklyn Park, accessing activities and services specific to the diverse senior populations.
   - Partner with local community-based organizations, cultural organizations, places of faith, etc. to identify possible solutions.

4. **Cultural expertise.** The city does not have to be the expert. The city can also play a facilitative role.
   - Provide physical space and opportunities in neighborhoods and the city where cultural groups can gather and hold activities and/or events.

5. **Marketing and communication.** Research and develop new communication tools and channels to reach the diverse senior populations in Brooklyn Park.
   - Always keep in mind age, language, reading ability, and where residents reside.
   - Utilize current groups to help communicate, such as established cultural organizations, places of faith, CEAP/Meals on Wheels, clinics, etc.
   - Consider culturally specific social media, radio, TV or newspaper as communication options.
ADDITIONAL RECOMMENDATIONS

1. **Adult & Senior Adult Program budget.** Consider budgetary options and opportunities to provide free and/or reduced cost programming for disparate populations who cannot participate due to financial constraints.

2. **Resource Fair.** Host an annual resource fair intended for the diverse senior cultural groups in Brooklyn Park.
   - Organize a planning committee with leaders and volunteers from each of the cultural groups to identify the resources, classes, and activities that would form the resource fair.

3. **Health-in-All Policies approach.** As the City of Brooklyn Park considers its broader age-friendly strategy, including how that will be reflected in city policy and implemented, participate in a Health-in-All-Policies presentation and resources from Hennepin County Public Health.

4. **Measurement and evaluation.** Develop goals and tools to assess, measure and evaluate the impact and reach of any improvements or changes that are made.
   - Identify and include qualitative measures, such as participant impact stories and photos.
APPENDIX A: SUMMARY OF KEY FINDINGS FROM THE FOCUS GROUPS & LISTENING SESSIONS

Creekside Gables Apartments

Activities:
- Aging looks different for different people of different ages. What a 50-year-old is interested in and able to do might be similar or different from a 70-year-old.
- Activities of interest: quilting, crocheting, using computers, vegetable canning, field trips, apartment activities
- Activities they wished the City of Brooklyn Park would offer: walks to nearby parks, sit and relax in

Social participation:
- Participants mentioned that when they are identifying places for their family to gather, they look outside the City of Brooklyn Park.
- Stay connected through their job.

Access:
- Transportation is the number one barrier for participating in activities.
- Roads and intersections are busy and unsafe for seniors.

Communication and awareness:
- Participants want to learn about activities/opportunities in Brooklyn Park through flyers and their apartment’s monthly resident calendar.

What will improve the quality of life for the aging in Brooklyn Park?
- When asked where they see themselves in 5-10 years, neither participant indicated they see themselves living in Brooklyn Park.
- Participants expressed concerns about not being able to stay busy or engaged, leaving their home.
- Participants also express concerns about feeling unsafe and observing crime near the shopping plaza on Brooklyn Boulevard (that includes Aldi, Family Dollar, a pizza restaurant and other establishments).
- Participants value services offered through the Community Emergency Assistance Program (CEAP).

Lao Assistance Center of Minnesota (LACM)

Activities:
- Physical activities: men play tennis (at Noble Sports Park, Park Center High School, and Central Park); golf; kawtwara; perform traditional dances at the Temple, Festival of
Nations, and LACM events; exercise at LA Fitness; walk and bike outdoors in the summer; exercise inside during winter.

- Other activities: women enjoy socializing (talking and sharing), fishing, gardening, going to Temple, volunteering at Lao Advance, picnicking by lakes or backyard
- Everyone grocery shops at the farmers market on Zane and 92nd, as well as Dragon Star and Sun Food. The Zane farmers market is bigger, and they like it better.
- Activities they wished the City of Brooklyn Park would offer: walking, Tai Chi, swimming programs, Lao water aerobics

Social participation:
- Participants connect with family and friends via email, Facebook, letters, in person conversations, phone calls and through being involved at LACM.
- On separate occasions, the director of LACM and a participant expressed a need for a community gathering space in Brooklyn Park to hold culturally relevant activities/events and to just gather and socialize.
  - Space needs to be a trusted place for people to gather and multi-generational
  - Seniors do not know how to reserve rooms via the library or city hall.

Access:
- Many participants receive rides from family members.
- If the activity/event/appointment is close, they walk.
- Some drive or call for a car service.
- No one takes bus or taxis because they do not understand how to catch the bus or how to read the schedule. If they understood, they would go. There was an interest in participating in a Metro Transit class.
- Challenges for participating in activities/events: money/no job, taking care of grandkids, language barriers, and location/distance.

Communication and awareness:
- Awareness of Brooklyn Park’s Park & Recreation Adult & Senior Adult Programs: most participants said they have no awareness of this department or programs. Some do see the Get Up and Go magazine but discard it away because they cannot read it.
- Participants communicate through Facebook, word-of-mouth, phone calls, staff from LACM – one-on-one and via alert texts (but they do not text back and forth, just receive the texts).

What will improve the quality of life for the aging in Brooklyn Park?
- More security – more patrols near Brooklyn Boulevard, behind Bowlero.
- Gym or exercise space, swimming pool and classes.
- Lao language classes, especially for the youth.
• Participants enjoy going to LACM to learn about resources, programming and volunteering.
• They would like to be able to go to the Temple and fundraising parties and festivals more easily. The Temple is also a place where elders can receive information/learn what is happening in Brooklyn Park.

**Additional information:**
• The Minnesota Laotian interpretation of ‘senior’ is different from the Western interpretation. They do not identify with ‘50+’. ‘Elder’ is considered first generation immigrants who might be as young as 40 years old but are more tied to the Lao language and culture.
• Elder isolation in the Lao community is a big issue. There is adult day care, but it is private, and you have to qualify for it.
• Elders are aging in place with their adult children and their children’s families.
• They have mental health issues that stem from depression, children not being successful, future finances, trauma from immigration.
• Core services are missing them.
• Middle-aged Lao people also experience stress. Many are immigrants and caring for their elderly parents with no support.

**Organization of Liberians in Minnesota (OLM)**

**Activities:**
• Being an active adult means: moving around, jogging, going to church, not being dependent on anybody, swimming, Walk With Ease class, visiting with their sister, walking their grandson to the park.
• Other activities: sewing, jogging, walking to the library.
• Activities they wished the City of Brooklyn Park would offer: small gym at Brook’s Landing with an instructor providing classes, social activities such as cooking and baking classes’ senior yoga, movie nights, singing together, English classes, knitting and sewing, organized field trip to the Mall of America.

**Social participation:**
• Residents want to connect and socialize in a non-living environment.

**Access:**
• Residents move around by city bus, their church provides bus services to and from church only, walk to the library for using the computer.
• Do not feel transportation is reliable. Metro Mobility does not bring them to places they want to go to. In general, they know how the city bus system works.

• Mentioned that there are many people who live in different places and want to socialize but are limited by transportation.

• Stressed that their number one challenge for participating in any type of activity is transportation.

Communication and awareness:

• Awareness of Brooklyn Park’s Park & Recreation Adult & Senior Adult Programs: nobody was aware of programs except for the Walk With Ease program that Brooklyn Park’s Park and Recreation, Department Adult & Senior Adult Programs is piloting with OLM.

• Learn about Brooklyn Park activities/events through church, friends, their community leaders, television, computer at the library.

• Participants would like to learn about Brooklyn Park activities/events through their leaders, newspapers/Star Tribune, younger community members (for elders who cannot read), and OLM.

What will improve the quality of life for the aging in Brooklyn Park?

• More computer knowledge, social activities, having a representative from the Liberian community at the Hennepin County Northwest Human Service Center, and accessible and affordable housing.

Additional information:

This additional information was learned from another listening session with OLM in May 2018 -

• Activities participants are interested in: cooking classes; learning how to knit, sew, embroidery; basic computer classes; read, write and speak American English.

• Transportation: some participants walk, most received rides from family and friends.

• What would improve their quality of life in Brooklyn Park? Better transportation - more buses, more convenient bus stops.

Brook’s Landing Apartments

Activities:

• Being an active adult means: independence, being alive, being able to get things done, your part of civic community, moving around, jogging, going to church, not just sitting at home.

• Physical activities: fishing, making coffee for the community room, cooking and cleaning in the kitchen.

• Other activities: socializing with neighbors and friends, bingo, crocheting, playing cards, going to adult daycare. As a grandfather, go to the school for grandkids activities.
Awareness of Brooklyn Park’s Park & Recreation Adult & Senior Adult Programs: nobody was aware

Activities they wished the City of Brooklyn Park would offer: how to use a computer, cooking and baking classes, physical activity instructor for seniors, sewing activities. Participants also expressed they would like these activities offered in their apartment building.

Social participation:
- Participants expressed that a big part of how they identify with their cultural community is through their church.

Access:
- Transportation is a barrier because it is not reliable, especially in the winter. Not everyone has access to Metro Mobility and public transportation is not a solution for most elderly people. Some participants do ride the local bus.
- Participants shared that some residents in the building use scooters and they even go to activities or run errands using their scooter when the weather is nice. Some participants walk. People would like a shuttle for Walmart, Cub, Walgreens, etc.

Communication and awareness:
- Participants learn about activities through flyers and booklets. Some do see the Get Up and Go magazine, but it is too much information, they do not read, throw away it away.
- Participants want senior friendly flyers. They do look at notices. See some updates on their building’s community bulletin board.
- There is limited use of social media.

Additional information:
- Participants shared that most elderly residents do not often leave the apartment building. They hang out with friends and neighbors all day. Participants want more activities that are organized.

Eden Park Apartments

Activities:
- Being an active adult: gardening (Eden Park garden), having [community] space to go to and talk (many participants agreed), cooking classes, attending English classes (many participants agreed), helping in their neighborhood, volunteering.
- Physical activities: walking to and around the park, gardening, weight lifting. Participating in activities with a group were liked more, noting the importance of socializing.
• Other activities: church, volunteering, caring for grandchildren. Many [households] rely on one car per family and the person who works uses the car. Participants shared that many people from their community hold 2-3 jobs. Older adults depend on their kids to drive them places.
• Awareness of Brooklyn Park’s Park & Recreation Adult & Senior Adult Programs: four participants said they have seen the catalog but do not understand it or what is in it because they do not speak English.
• Activities they wished the City of Brooklyn Park would offer: walking with a group, Zumba, dance, knitting and embroidering, CPR class, cooking classes, English classes, volunteer opportunities. Participants want activities that connect parents with kids, family activities.

Social participation:
• Activities: going to church, social activities, volunteering in their neighborhood.
• What do you need to be able to be connected socially in Brooklyn Park? Transportation, soccer games for men (comment by one male participant).

Access:
• Participants get to activities by bus, walking, depend on their children, their husband drives them.
• Challenges they have participating in activities: they depend on their daughter to go out (said one of the oldest participants), not speaking English is a barrier, cost, transportation, not knowing what is available, need activities for the whole family/neighborhood to socialize and connect.

Communication and awareness:
• Participants shared that they do not know what is happening in the city or where to find information.
• They want to learn about activities through a flyer, word-of-mouth, text message and invitation in Spanish. The activity or event needs to have staff/volunteers who speak Spanish.

What will improve the quality of life for the aging in Brooklyn Park?
• Decreasing barriers, such as language and transportation. Send invitations in Spanish. If information about city activities/events is in English, participants think it is only for the "Anglo" community.

Additional information:
This additional information was learned from an interview with a Latina staff member at Zanewood Teen Center. She was asked to provide her perspective on seniors in her Hispanic/Latinx community.
• Most grandparents do not work and are taken care of by their children and family.
• Grandchildren often translate conversations and written documents for their parents and grandparents.
• The staff member did not know about the concept of a retirement home. She thinks this is a cultural thing and would not place her parents or grandparents in a retirement home.
• Seniors socialize among family; family gatherings are at parks, near water.
• Immigrant families tend to live more collectively than individually.
• Seniors move around the community through their children or grandchildren driving them, walking or the entire family uses Metro Transit.
• Seniors grocery shop with the family, not individually.
• The best way to communicate city activities or events is through senior friendly flyers.
City of Brooklyn Park
5200 85th Ave., N.
Brooklyn Park, MN 55443
763-424-8000
www.brooklynpark.org

February 13, 2019 9:03 PM
City of Brooklyn Park
Request for Council Action

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<td>Consent</td>
<td>Originating Department: Operations and Maintenance-Engineering Division</td>
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<tr>
<td>Resolution:</td>
<td>X</td>
<td>Prepared By:</td>
<td>Jeff Holstein, City Transportation Engineer</td>
</tr>
<tr>
<td>Ordinance:</td>
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<td>Presented By:</td>
<td>Jesse Struve, City Engineer</td>
</tr>
<tr>
<td>Attachments:</td>
<td>3</td>
<td></td>
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<td>Item:</td>
<td>Approve Transportation Economic Development Infrastructure Grant Agreement (Grant #TEDP-17-0015-O-FY18) with the Minnesota Department of Employment and Economic Development for the TH 169 / 101st Avenue Interchange Project; CIP 4042-19</td>
<td></td>
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City Manager’s Proposed Action:


Overview:

The City of Brooklyn Park is progressing toward the construction of a new full movement interchange at the Trunk Highway 169 / 101st Avenue junction. The estimated total project cost is $28.2 million. The City has applied for and received grant funds from various state and federal agencies in the amount of $23.9 million to help pay for the project. One of these funding sources is the Transportation Economic Development Infrastructure (TEDi) grant through the Minnesota Department of Employment and Economic Development (DEED). This grant is for $1.5 million.

City staff worked with MnDOT and DEED staff to prepare the TEDi agreement for the TH 169 / 101st Avenue Interchange Project. The agreement outlines the procedures the City must follow in order to receive the grant funds. The city attorney has reviewed this agreement and found it to be satisfactory. Staff recommends the City Council formally approve the TEDi Agreement (Grant #TEDP-17-0015-O-FY18) with DEED for the TH 169 / 101st Avenue Interchange Project.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues:

The TH 169 / 101st Avenue Interchange Project is included in the City’s 2019-2023 Capital Improvement Plan for construction in 2019 and 2020.

Attachments:

4.3A RESOLUTION
4.3B LOCATION MAP
4.3C AGREEMENT GRANT NO. TEDP-17-0015-O-FY18
WHEREAS, the City has conducted studies to determine the need for the proposed TH 169 / 101st Avenue Interchange; and

WHEREAS, the City Council has ordered the interchange project and City staff have applied for and received a Transportation Economic Development Infrastructure (TEDI) Grant from the Minnesota Department of Employment and Economic Development (DEED) for $1.5 million; and

WHEREAS, DEED has prepared a Grant Agreement (Grant #TEDP-17-0015-O-FY18) outlining the procedures and requirements the City must follow to receive the grant funding and the City Engineer and City Attorney have reviewed the agreement and found it to be complete and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park.

1. The City of Brooklyn Park approves TEDI Grant Agreement (Grant #TEDP-17-0015-O-FY18) with DEED, a copy of said agreement is attached hereto and made a part thereof.

2. The Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Brooklyn Park.
Minnesota Department of Employment and Economic Development

2017 Transportation Economic Development Infrastructure Grant Program

General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the Brooklyn Park TEDI Project

GRANT #TEDP-17-0015-O-FY18
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  Section 2.03 – Use of Grant Proceeds 7
  Section 2.04 – Operation of the Real Property and Facility 8
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THIS AGREEMENT shall be effective as of December 29, 2017 and is between the City of Brooklyn Park, a home rule charter city (the “Public Entity”), and the Minnesota Department of Employment and Economic Development (the “State Entity”).

RECITALS

A. The State Entity has created and is operating the Transportation Economic Development Infrastructure Program (the “State Program”) under the authority granted by Minn. Stat. § 116J.436 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted a grant application and September 15, 2017 to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of $1,500,000 (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and delineated in that certain grant application (the “Grant Application”) that the Public Entity submitted to the State Entity on September 15, 2017.

F. Under the provisions contained in Minn. Stat. § 444.075, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in the Grant.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property”
executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I
DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Brooklyn Park TEDI Project under the Transportation Economic Development Infrastructure Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in Attachment III to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means the person/entity, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property”
executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” – means December 31, 2022 the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Declaration” - means a declaration, or declarations, in the form contained in Attachment I to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Disbursement(s)” – means a disbursement made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when a Disbursement is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means infrastructure extension of Commerce Boulevard in the existing industrial park, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.
“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application that the Public Entity submitted to the State Entity on September 15, 2017. This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other
“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portions thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is $1,500,000 or _____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is $0.00 shall be created. (The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. (If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Hennepin, State of Minnesota, legally described in Attachment II to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.
“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II
GRANT

Section 2.01 Grant of Monies. The State Entity shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement.
In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

☐ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
   (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: ______________.)

☒ An easement for the Real Property that complies with the requirements contained in Section 2.06.
   (If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: ______________.)

Ownership Interest in, if applicable, the Facility.

☐ Fee simple ownership of the Facility.

☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
   (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: ______________.)

☒ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

☐ Acquisition of fee simple title to the Real Property.

☐ Acquisition of a leasehold interest in the Real Property.
Acquisition of an easement for the Real Property.

Improvement of the Real Property.

Acquisition of fee simple title to the Facility.

Acquisition of a leasehold interest in the Facility.

Construction of the Facility.

Renovation of the Facility.

Construction Engineering/Administration/Management

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants
with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner’s Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to
H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively
contested to be created or exist against the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is 50 years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.
Section 2.06 Ownership by Leasehold or Easement. This Section shall only apply if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity’s operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor’s/Grantor’s interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.
8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity’s ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity’s ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity’s failure to cure such event during such 30
day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner’s Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the
Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.
Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Program Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity’s obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then the State Entity’s obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity’s obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity’s sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity’s ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 Excess Funds. If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

**Article III USE CONTRACTS**

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 General Provisions. If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of
MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds $200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity’s voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew
a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract; provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV
SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity’s ownership interest
in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender’s ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.
The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

**Article V**

**COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER’S ORDER**

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, “state bond financed property”, as such term is used in the G.O. Compliance Legislation and the Commissioner’s Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity’s ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature
or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Disbursements. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Disbursements from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity’s obligation to make Disbursements shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Disbursements shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of Disbursements shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Disbursements by the State Entity at
any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1
Cumulative Disbursements < (Program Grant) × (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2
Cumulative Disbursements < (Program Grant) × (percentage of Project completed)

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than twice each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition submitted at least 7 calendar days before the date the Disbursement is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Disbursements.

Notwithstanding anything herein to the contrary, no Disbursements for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date a Disbursement is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a
current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Disbursement to the Public Entity.

Section 6.03 **Additional Funds.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Conditions Precedent to Any Disbursement.** The obligation of the State Entity to make any Disbursement hereunder (including the initial Disbursement) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Disbursement specifying the amount of funds being requested, which such amount when added to all prior requests for a Disbursement shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by
law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, been reviewed and received a favorable recommendation from the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Disbursement has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII
MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed.
to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity’s ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity’s ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of disbursement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity’s decision to not obtain or maintain such insurance shall not lessen the Public Entity’s duty to obtain and maintain such insurance.

Section 7.02  Condemnation.  If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions
contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity’s ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity’s ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility, is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such
Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may to necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may to necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of disbursement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner’s Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.
Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Workers’ Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker’s compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans
and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or
heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than $1,500,000.00, or any other capital project with a construction cost of less than $750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or
agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Brooklyn Park
5200 85th Avenue North
Brooklyn Park, MN
Attention: Jeff Holstein, or successor
To the State Entity at:

1St National Bank Building  
332 Minnesota Street, Suite E200  
St. Paul, MN 55155  
Attention: DEED, Community Finance Division

To the Commissioner of MMB at:

Minnesota Department of Management and Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.
Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

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Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that Attachment III is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such Attachment III correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

(i) State funds including the Program Grant, identifying the source and amount of such funds.
(ii) Matching funds, identifying the source and amount of such funds.
(iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
(iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
(v) Other funds, identifying the source and amount of such funds.
C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in Attachment III if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in Attachment III.

The value of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility should only be shown in Attachment III if such ownership interest is being acquired and paid for with funds shown in such Attachment III, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such Attachment III.

The funds shown in Attachment III and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Project Completion Schedule. The Public Entity represents to the State Entity and the Commissioner of MMB that Attachment IV correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.
Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity’s ownership interest in the Real Property and if a Facility exists to the Facility. The term “if applicable” appearing in conjunction with the term “Facility” is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity’s ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in Attachment VI of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.32 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

**Business Recruiting.** The grant recipient agrees to not recruit or target a business currently located in another Minnesota community to relocate significant operations in the expanded business park. Furthermore, before any business that is within 30 miles of the expanded business park decides to relocate significant operations to the expanded business park, evidence that the current, host community for that business agreed that the current community could not accommodate the businesses’ needs shall be secured and provided to the State. This provision shall apply for 24 months after the expanded business park is completed.

Section 2.06 A. 11. Is hereby deleted.
IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Brooklyn Park TEDI Project under the Transportation Economic Development Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Brooklyn Park, a home rule charter city

By: ________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________

Dated: __________________, _____
And: ________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________

Dated: __________________, _____

STATE ENTITY:

Minnesota Department of Employment and Economic Development

By: ________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________

Kevin McKinnon
   ________________________________
   ________________________________
   ________________________________
   ________________________________

Dated: __________________, 20___

ENCUMBERED:

Department of Employment and Economic Development

By: ________________________________
   ________________________________
   ________________________________
   ________________________________
   ________________________________

(Name)

5/14/19

Date Encumbered
[Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.]

46082 PO 3000370667 SC 157730
Attachment I to Grant Agreement

State of Minnesota
General Obligation Bond Financed
DECLARATION

The undersigned has the following interest in the real property located in the County of Hennepin, State of Minnesota that is legally described in Exhibit A attached and all facilities situated thereon (collectively, the “Restricted Property”):

(Check the appropriate box.)

☐ a fee simple title,

☐ a lease, or

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain Brooklyn Park TEDI Project between the City of Brooklyn Park and the Department of Employment and Economic Development, dated December 29, 2017.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted

TED GO Bond Proceeds
Grant Agreement for Program Construction Grants
Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Minnesota Department of Employment and Economic Development and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

PUBLIC ENTITY:

City of Brooklyn Park,  
a home rule charter city

By: ______________________________
Its: ______________________________
Dated: _______________________, 2____
And: ______________________________
Its: ______________________________

Executed on the ___ day of ____________, 2___

STATE OF MINNESOTA )
COUNTY OF ________________ ) ss.

This Department of Employment and Economic Development Declaration was executed and acknowledged before me on the _____ day of _________________, 2____, by __________________________ the _________________, and __________________, the _________________, of _________________, a _________________, on behalf of said __________________________.

________________________________
Notary Public

This Declaration was drafted by:

Office of Attorney General
Suite 300
400 Sibley Street
St. Paul, MN 55101-1996
<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Amount</th>
<th>Use of Funds</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Identify Source of Funds</strong></td>
<td></td>
<td><strong>Identify Items</strong></td>
<td></td>
</tr>
<tr>
<td>State G.O. Funds</td>
<td></td>
<td>Ownership Acquisition and Other Items Paid for</td>
<td></td>
</tr>
<tr>
<td>TEDI/Program Grant</td>
<td>$1,500,000</td>
<td>with Program Grant Funds</td>
<td></td>
</tr>
<tr>
<td>Other State Funds</td>
<td>$4,000,000</td>
<td>Purchase of Ownership</td>
<td>$</td>
</tr>
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<td>State GO Bonds</td>
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<td>Interest</td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
<td>Other Items of a Capital</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>Nature</td>
<td>$</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$5,500,000</td>
<td>ROW Acquisition</td>
<td>$1,500,000</td>
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<tr>
<td>Matching Funds</td>
<td>$</td>
<td></td>
<td>$</td>
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<tr>
<td>Subtotal</td>
<td>$</td>
<td></td>
<td>$</td>
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<tr>
<td>Other Public Entity Funds</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>City of Brooklyn Park</td>
<td>$1,900,000</td>
<td>ROW Acquisition</td>
<td>$1,500,000</td>
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<td>MC Regional Solicitation</td>
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<td>Construction</td>
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<td>Construction Management</td>
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<td>$</td>
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<td></td>
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<tr>
<td>Other Funds</td>
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<tr>
<td>Subtotal</td>
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<tr>
<td>Prepaid Project Expenses</td>
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<td>Subtotal</td>
<td>$</td>
<td></td>
<td>$</td>
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<tr>
<td><strong>TOTAL FUNDS</strong></td>
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<td><strong>TOTAL PROJECT COSTS</strong></td>
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<tr>
<td>Activity</td>
<td>Start</td>
<td>Finish</td>
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</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>Out for Bid</td>
<td>9/2019</td>
<td>10/2019</td>
<td></td>
</tr>
<tr>
<td>Bid Close</td>
<td>10/2019</td>
<td>10/2019</td>
<td></td>
</tr>
<tr>
<td>Award Contract/Notice to Proceed</td>
<td>11/2019</td>
<td>11/2019</td>
<td></td>
</tr>
<tr>
<td>Project Construction</td>
<td>11/2019</td>
<td>12/2020</td>
<td></td>
</tr>
</tbody>
</table>
### JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The name of the Project.</td>
</tr>
<tr>
<td>2.</td>
<td>The State Entity’s contract number, if applicable.</td>
</tr>
<tr>
<td>3.</td>
<td>Reporting period. The appropriate biennium is to be selected.</td>
</tr>
<tr>
<td>4.</td>
<td>The Agency Number. This will complete the next column with Agency Name.</td>
</tr>
<tr>
<td>5.</td>
<td>Legal Citation for the Authorization.</td>
</tr>
<tr>
<td>6.</td>
<td>Department ID responsible for the Project.</td>
</tr>
<tr>
<td>7.</td>
<td>The Appropriation for the Project.</td>
</tr>
<tr>
<td>8.</td>
<td>The Appropriation Amount.</td>
</tr>
<tr>
<td>9.</td>
<td>Project Start Date.</td>
</tr>
<tr>
<td>10.</td>
<td>Project Completion Date.</td>
</tr>
<tr>
<td>11.</td>
<td>The County where the Project is located or, if it is located in more than one county, where it is primarily located.</td>
</tr>
<tr>
<td>12.</td>
<td>Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.</td>
</tr>
<tr>
<td>13.</td>
<td>Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.</td>
</tr>
<tr>
<td>14.</td>
<td>Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.</td>
</tr>
</tbody>
</table>

- (i) less than $10.00,  
- (ii) $10.01 to $15.00,  
- (iii) $15.01 to $20.00,  
- (iv) $20.01 to $25.00,  
- (v) $25.01 to $30.00,  
- (vi) $30.01 to $35.00,  
- (vii) $35.01 to $40.00, or  
- (viii) more than $40.00.
(15) Jobs.

a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.

b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.

c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.
ATTACHMENT VI to Grant Agreement

Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee’s obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

☐ I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

☐ I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. (Please describe below):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name:

Signature:

Organization:

Date:
## City of Brooklyn Park
### Request for Council Action

<table>
<thead>
<tr>
<th>Agenda Item:</th>
<th>4.4</th>
<th>Meeting Date:</th>
<th>May 28, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Section:</td>
<td>Consent</td>
<td>Originating Department:</td>
<td>Community Development</td>
</tr>
<tr>
<td>Resolution:</td>
<td>N/A</td>
<td>Prepared By:</td>
<td>JoAnn Millette, Development Specialist</td>
</tr>
<tr>
<td>Ordinance:</td>
<td>N/A</td>
<td>Presented By:</td>
<td>Cindy Sherman, Planning Director</td>
</tr>
<tr>
<td>Attachments:</td>
<td>N/A</td>
<td>Item:</td>
<td>Letters of Credit/Bond Releases, Escrow/Cash Bond Releases</td>
</tr>
</tbody>
</table>

**City Manager’s Proposed Action:**

MOTION _________, SECOND ___________, TO RELEASE THE ENGINEERING ESCROW ($3,481.77) FOR SATISFACTORY COMPLETION OF THE "RIVER VIEW WEST ADDITION" PROJECT #18-119 LOCATED AT 9203 WEST RIVER ROAD N FOR CHANNADDA VIRASIH.

**Primary Issues/Alternatives to Consider:** N/A

**Budgetary/Fiscal Issues:** N/A

**Attachments:** N/A
City Manager’s Proposed Action:

MOTION ____________, SECOND ____________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ AUTHORIZING AN AGREEMENT WITH THE OSSEO SCHOOL DISTRICT 279 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO PARK CENTER SENIOR HIGH SCHOOL, BROOKLYN MIDDLE SCHOOL, NORTH VIEW MIDDLE SCHOOL AND OSSEO AREA LEARNING CENTER FOR THE 2019-2020 SCHOOL YEAR.

Overview:

The City of Brooklyn Park has provided five School Resource Officers to the Osseo Independent School District 279 for several years. The Osseo School District has requested that the City of Brooklyn Park continue to assign police officers to these schools to provide dedicated public safety services. The agreement is worded to adapt to any changes to the salary paid to School Resource officers through June 30, 2020.

Primary Issues/Alternatives to Consider:

This position will be responsible for the prevention of crime, investigation of crime, and coordination of activities between the district, the criminal justice system, and social services.

This agreement shall be in effect during the 2019-2020 school year and can be terminated in accordance with Section 11.

Budgetary/Fiscal Issues:

The Osseo School District will reimburse the City of Brooklyn Park an amount equal to 66.66% of the base salary of a ten-year police officer for each School Resource Officer for the 2019-2020 school year. Five officers are currently assigned to Brooklyn Middle School, North View Middle School, Osseo Area Learning Center and Park Center Senior High.

Attachments:

4.5A RESOLUTION
4.5B AGREEMENT
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE OSSEO SCHOOL DISTRICT 279 TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES TO PARK CENTER SENIOR HIGH SCHOOL, BROOKLYN MIDDLE SCHOOL, NORTH VIEW MIDDLE SCHOOL AND OSSEO AREA LEARNING CENTER FOR THE 2019-2020 SCHOOL YEAR

WHEREAS, Park Center High School, Brooklyn Middle School, North View Middle School, and Osseo Area Learning Center are located in the city limits of the city of Brooklyn Park; and

WHEREAS, the City of Brooklyn Park Police Department has assigned school resource officers to the Osseo School District, and the Osseo School District has requested School Liaison Officers for the 2019-2020 school year; and

WHEREAS, the Osseo School District will reimburse the City of Brooklyn Park an amount equal to 66.66% of the base salary for a ten-year police officer for each school resource officer for the 2019-2020 school year according to Section 4 of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the City enter into an agreement with Osseo Independent School District 279 to assign school resource officers to Park Center Senior High School, Brooklyn Middle School, North View Middle School, and Osseo Area Learning Center for the 2019-2020 school year.
AGREEMENT FOR SCHOOL LIAISON SERVICES
BY AND BETWEEN
OSSEO AREA SCHOOLS, ISD 279
AND
CITY OF BROOKLYN PARK

This Agreement by and between the City of Brooklyn Park (“City”) and Osseo Area Schools-Independent School District Number 279 (“District”) is entered into under Minnesota law.

PURPOSE: This Agreement is to provide funding for and to address the need for the presence of police officer(s) in District schools and to provide liaison services to District schools recognizing these services:

a) Promote crime prevention within District schools.
b) Coordinate activities among the District, the criminal justice system, and social services.

1. DEFINITIONS. The School Resource Officer(s) (“SRO’s”) in the District middle schools and high schools will serve students and staff primarily in the areas of crime prevention, detection, investigation, and student and staff safety.

2. SCHOOL RESOURCE OFFICER EMPLOYED BY CITY. Each School Resource Officer is and shall remain an employee of the City. Nothing in this Agreement is intended or should be construed as creating or establishing an employment relationship between the District and a School Resource Officer. The City shall employ, in accordance with applicable state statutes, a police officer or officers to serve as a School Resource Officer(s) in District school(s). The selection and assignment of such officer(s) shall be at the discretion of the City and in consultation with the District. The City shall assume all obligations and payments with regard to such officers’ salaries and benefits including worker’s compensation, PERA, and withholding taxes. The District will compensate the City for these services as provided in this Agreement.

3. TERM OF CONTRACT. The term of this contract shall be from July 1, 2019 to June 30, 2020, unless terminated by either party in accordance with Paragraph 11 of this Agreement.

4. FUNDING. For and in consideration of the provision of a School Resource Officer(s) services in accordance with the terms of this Agreement, the District agrees to pay the following amount per SRO to the City by July 1st of each year of this Agreement:

An amount equal to 66.66% of the base salary using the salary rate of a ten (10) year police officer in the City for each officer for each of the months the officer is assigned as an SRO.

The Parties agree to review the payment terms on a regular basis and adjust the formula if necessary to ensure that the City will be in a position to adequately fund SROs at the levels contemplated by the Parties.

5. ADMINISTRATION RESPONSIBILITIES. Law enforcement services rendered to the District shall be at the sole direction of the City. Standards of performance, discipline of the assigned officer, and other internal matters shall be under the authority of the City. If requested by the City, the District shall provide the City with an appraisal of the City’s services. The City
shall provide the District with a statistical summary report once a year indicating and describing services provided at each school listed in paragraph 12 of this Agreement.

6. LEVEL OF SERVICE. Each SRO will respond to (a) all emergency calls within the interior or exterior of the boundaries of the City, District school parking lots and all emergency interior calls within contracted District school sites during school hours; and (b) investigations of a criminal nature that occur in the interior of the school buildings. SROs will attend police training and special duties as assigned by the City while serving as a SRO in accordance with this Agreement. Time spent on emergency calls and police training shall not be considered to be time spent as a SRO. Time in excess of eight hours per day shall be paid according to the officer’s employment contract with the City, providing such additional time has been approved in advance by the City and the District. Blanket approvals will not be accepted.

7. DUTIES OF OFFICER. The list of basic duties and work schedule of each SRO shall be cooperatively developed between the District and the City. The District’s Assistant Superintendents may request, on behalf of the District, assignments of SROs to specific District buildings and the City will use its best efforts to comply with such requests.

8. PRIVACY OF PUPIL RECORDS. In accordance with the District’s Protection and Privacy of Pupil Records Policy, No. 515, and consistent with the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13), a police officer shall be deemed to be a school official when performing the duties and responsibilities of the SRO. As such, the SRO and the City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the SRO must comply with the Family Education Rights and Privacy Act and the Minnesota Government Data Practices Act.

9. CLOTHING, EQUIPMENT, AND SUPPLIES. The City shall provide any required clothing, uniforms, vehicle, necessary equipment, and supplies for its officers to perform law enforcement duties provided pursuant to this Agreement. The District shall provide each SRO with a private, lockable office, telephone, and the supplies necessary for the officer to perform required duties specified in paragraph 7 of this Agreement.

10. SCHOOL CALENDAR. The District shall provide the City with a school calendar. The City will provide the services of its respective SROs during the regular school year.

11. TERMINATION. Any party may terminate this Agreement upon thirty (30) days written notice to other party. All payment due hereunder shall be prorated in the event of such termination.

12. SERVICE TO SCHOOLS. The City will provide a total of five (5) SROs under the terms of this Agreement. The following schools shall receive SRO services in accordance with paragraph 7 herein and under the terms of this Agreement:

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brooklyn Middle School</td>
<td>7377 Noble Avenue N</td>
<td>763.569.7700</td>
</tr>
<tr>
<td></td>
<td>Brooklyn Park, MN 55443</td>
<td></td>
</tr>
<tr>
<td>North View Middle School</td>
<td>5869 69th Avenue N</td>
<td>763.585.7200</td>
</tr>
<tr>
<td></td>
<td>Brooklyn Park, MN 55429</td>
<td></td>
</tr>
</tbody>
</table>
13. **COMPLIANCE WITH THE LAW.** The City and the District agree to and shall abide by, conform to, and comply with all of the laws, rules, and regulations of the United States, the State of Minnesota, and the City including specifically Minn. Stat. § 16C.05, subd. 5 governing retention of records pertaining to this contract and the Minnesota Data Practices Act requirements for private data on individuals.

14. **SCOPE.** It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

15. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute the same instrument.

The parties agree to the terms of this School Liaison Services Agreement as evidenced by their signatures below.

**CITY OF BROOKLYN PARK**

Jeffrey Lunde, Mayor

Jay Stroebel, City Manager

Date

**OSSEO AREA SCHOOLS, ISD 279**

Mike Ostafee, Board Chair

Heather Douglass, Clerk

Date

Date
City of Brooklyn Park
Request for Council Action

<table>
<thead>
<tr>
<th>Agenda Item:</th>
<th>4.6</th>
<th>Meeting Date:</th>
<th>May 28, 2019</th>
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<tbody>
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<td>Agenda Section:</td>
<td>Consent</td>
<td>Originating Department:</td>
<td>Administration</td>
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<tr>
<td>Resolution:</td>
<td>N/A</td>
<td>Prepared By:</td>
<td>Devin Montero, City Clerk</td>
</tr>
<tr>
<td>Ordinance:</td>
<td>N/A</td>
<td>Presenting By:</td>
<td>Scott Simmons, Chair, Charter Commission</td>
</tr>
<tr>
<td>Attachments:</td>
<td>1</td>
<td>Item:</td>
<td>Set Public Hearing Date for June 24, 2019 to Consider the Recommendation of the Brooklyn Park Charter Commission Amending Charter Chapters 2, 3, 4, 5, 6, 7, 8, 12, 13 and 14, and Adding Sections 4.10 and 14.01A of the Home Rule City Charter</td>
</tr>
</tbody>
</table>

City Manager’s Proposed Action:

MOTION ____________, SECOND ____________, TO SET PUBLIC HEARING DATE FOR JUNE 24, 2019 TO CONSIDER THE RECOMMENDATION OF THE BROOKLYN PARK CHARTER COMMISSION AMENDING CHARTER CHAPTERS 2, 3, 4, 5, 6, 7, 8, 12, 13 AND 14, AND ADDING SECTIONS 4.10 AND 14.01A OF THE HOME RULE CITY CHARTER.

The effect of this motion will be to set the public hearing to discuss changes to the City Charter. The proposed ordinances must be published in the official newspaper two weeks before the public hearings can be held.

Overview:

In November 2018, the commissioners discussed the Charter being 50 years old and the many changes over the years for policy reasons. The commissioners began reviewing the Charter regarding the technological and contemporary municipal usage on the city’s website. From November 2018 through May 2019, the commissioners reviewed all chapters and have proposed the attached amendments to the Charter.

At its March 2019 meeting, the Charter Commission received the City Manager Population Report and the Commission began its review of the district populations. The Redistricting Subcommittee met, and reviewed data related to the deviations of the districts and reported its findings to the Charter Commission at its meeting on April 10, 2019. As the result of the findings, the Charter Commission considered the population estimates, statistical deviations and unanimously voted to not recommend redistricting to the City Council.

The Subcommittee also presented options to amend Section 2.04 related to the deviation percentages since the charter was silent on the deviation percentages used between the districts. The Commission’s standard practice was to use a five percent deviation. The options presented were to set a five percent deviation, 10 percent deviation or not include a percentage but reword the provision. The Commissioners recommended the city attorney review the options and provide his comments regarding the language.

At its May 8, 2019 meeting, the Charter Commissioners reviewed the city attorney’s comments to Section 2.04 and proposed an amendment that did not include a percentage but reworded the provision that accurately stated the legal standard of “one person, one vote” that is applied in redistricting situations.

The Commissioners discussed and reviewed all the banked amendments and approved the amendments to the City Charter to be forwarded to the Council for consideration and approval.
The following is a routine timetable:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 28</td>
<td>Council set the Public Hearing</td>
</tr>
<tr>
<td>June 6</td>
<td>Public Hearing Notice and text of proposed ordinance is published</td>
</tr>
<tr>
<td>June 24</td>
<td>Public Hearing and First Reading of Ordinance held</td>
</tr>
<tr>
<td>July 8</td>
<td>Second Reading of Ordinance held</td>
</tr>
<tr>
<td>July 18</td>
<td>Ordinance published in Newspaper</td>
</tr>
<tr>
<td>Sep 15</td>
<td>Ordinance becomes effective (90 days after passage and publication)</td>
</tr>
</tbody>
</table>

Publication must be the exact language the Council will vote on.

**Attachments:**

4.6A   PUBLIC HEARING NOTICE
NOTICE IS HEREBY GIVEN that the Brooklyn Park City Council will hold a public hearing in the City Hall Council Chambers, 5200 - 85th Avenue North, Brooklyn Park, MN on Monday, June 24, 2019 at 7:00 p.m. or as soon thereafter as possible.

The purpose of the public hearing will be to consider recommendations of the Brooklyn Park Charter Commission to amend Charter Chapters 2, 3, 4, 5, 6, 7, 8, 12, 13, 14; and add Sections 4.10 and 14.01A of the Home Rule City Charter as follows:

ORDINANCE #2019-
ORDINANCE AMENDING CHARTER CHAPTERS 2, 3, 4, 5, 6, 7, 8, 12, 13 AND 14, AND
ADDNING SECTIONS 4.10 AND 14.01A OF THE HOME RULE CITY CHARTER

Text with strikeouts is proposed for deletion.
Text with underline is proposed for insertion.

The City of Brooklyn Park does ordain:

Section 1. Chapter 2, Section 2.04 of the City Charter is amended to read as follows:

SECTION 2.04 DISTRICTS AND REDISTRICTING PROCEDURES

If the Charter Commission determines that the population within each district is not as equal as practicable in keeping with the one person, one vote concept, as evidenced by the Biennial City Manager's Population Report, the Charter Commission shall provide a Redistricting Report to the City Council.

When the population has deviated from district to district, as evidenced in the Manager's Biennial City Population Report or as determined by the Charter Commission, the Charter Commission shall provide a Redistricting Report to the City Council. The Charter Commission shall submit this report to the Council within 45 days after the release receipt of the Manager's City Population Report. This Redistricting Report, upon its release to the Council, shall be published by the Council in two consecutive issues of the official newspaper of the city and on the city's website. The Council shall consider the report of the Charter Commission and within 45 days of its release receipt enact a redistricting ordinance which shall take effect 30 days after publication. If the Council does not enact by ordinance a plan for redistricting within the specified time, no further remuneration shall be paid to the Mayor or Council until the districts of the city are duly redetermined as required by this Charter.

Section 2. Chapter 3, Sections 3.07 and 3.11 of the City Charter is amended to read as follows:

SECTION 3.07 SIGNING AND PUBLICATION OF ORDINANCES AND MINUTES

Every ordinance passed by the Council shall be signed by the Mayor or Mayor Pro Tem, and attested to by the City Clerk upon passage thereof and shall be filed, maintained and preserved by the City Clerk. The full text of every ordinance passed by the Council shall be published on the city's website. The city may also publish a summary on the website. The ordinances shall be published once in the official newspaper of the city or, if the Council determines that publication of the title and a summary of an ordinance would clearly inform the public of the intent and effect of the ordinance, the Council may direct that only the title of the ordinance and a summary be published with notice that the full ordinance is on the city's website and a full printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Clerk. Prior to the publication of the title and summary, the Council shall approve the text of the summary and determine that it clearly informs the public of the intent and the effect of the ordinance. The publication of the title and summary
shall be deemed to fulfill all legal newspaper publication requirements as completely as if the entire ordinance had been published. The city shall not be required to publish the minutes or a summary of the actions in the official newspaper or on the city website but shall mail, at city expense, a copy of the proceedings to any resident upon request.

SECTION 3.11 REVISION AND CODIFICATION OF ORDINANCES

The ordinances of the city shall within two (2) years from the adoption of this Charter, and at intervals thereafter of not more than five (5) years, be revised, rearranged, and codified with such additions and deletions as may be deemed necessary by the Council. Such codification shall be published in book or continuously revised loose-leaf form, electronic format and entire copies or portions thereof made available by the Council, at the office of the City Clerk for general distribution to the public at a reasonable charge. Such publication shall be a sufficient publication of all of the ordinances contained therein. Notice that copies of the revision and codification of ordinances are available at the office of the City Clerk shall be published on the city website and in the official newspaper for at least two (2) successive weeks. Every book shall contain a printed certificate of the Mayor, attested to by the City Clerk, that the publication is correct and such book so published shall be received in evidence in all courts for the purpose of providing the ordinances therein contained, the same as though the original ordinances were produced in court.

Section 3. Chapter 4, Section 4.01, 4.02, 4.03, 4.04, 4.06, and 4.07 of the City Charter is amended to read as follows:

SECTION 4.01 GENERAL ELECTION LAWS TO APPLY

Except as hereinafter provided, the general laws of the State of Minnesota pertaining to registration of voters and the conduct of primary, special and general elections shall apply for all municipal elections of such officers as are specified in this Charter. The Council shall through ordinances duly adopted in compliance with such state laws and this Charter, adopt suitable and necessary regulations for the conduct of such elections.

SECTION 4.02 REGULAR MUNICIPAL ELECTIONS

A regular municipal election shall be held on the first Tuesday after the first Monday in November of each even numbered year commencing in 1988 at such time, place or places as the City Council may designate by resolution. The Council may divide the city into as many voting precincts as it may deem necessary. Each district shall constitute at least one voting precinct and no precinct shall be in more than one district. At least fifteen (15) days notice shall be given by the City Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each voting precinct and by publishing a notice thereof at least once in the official newspaper of the city. The city shall maintain a list of all current voting precincts on its website. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election.

SECTION 4.03 PRIMARY MUNICIPAL ELECTIONS

The Council shall, whenever there are more than two candidates filing for any city-wide office or for resident Council member of any district, provide through ordinance or resolution for a primary election to be held city wide or in any particular district, and such primary election shall be held on a date not less than 25 days prior to the general election. At least 15 days notice shall be given by the Clerk of the time and places of holding such election, and of the officers to be elected, by posting a notice thereof in at least one public place in each district where the election is held, and by publishing a notice thereof on the city website at least once in the official newspaper of the city. Uncontrollable circumstances causing failure to give such notice shall not invalidate such election.

SECTION 4.04 SPECIAL ELECTIONS
The Council may by resolution order a special election and provide all means for holding such special election, provided that there be published notice of said election on the city website and given in three (3) consecutive weekly issues of the official newspaper of the city, prior to the day of said election. The procedure at such election shall conform as nearly as possible to that prescribed for other municipal elections.

SECTION 4.06 NOMINATIONS BY PETITION

All elective officers provided for by this Charter shall be nominated by petition. The name of any qualified voter of the city shall be printed upon the ballot whenever a petition as hereinafter prescribed shall have been filed in his/her behalf with the City Clerk. Such petition shall contain printed names and signatures of at least twenty-five (25) registered voters for a City Council seat and at least seventy five (75) registered voters for a Mayoral seat, qualified to vote for the office in question. No qualified voter shall sign petitions for more candidates for any office than the number of persons to be chosen for that office at the election; should he/she do so, his/her signatures shall be void as to the petition or petitions last filed. All nominations shall be in the hands of the City Clerk’s office by the end of the filing period. A nominating petition for a candidate who will be out of the state during the filing period to submit an affidavit of candidacy along with filing fees and any required petitions may do so during the seven days prior to the candidate’s absence. The Clerk shall prepare the ballots with the names of the candidates for an office in a manner to be provided by ordinance. Each petition, when presented, must be accompanied by a $25 filing fee for a Council seat and a $75 filing fee for a Mayoral seat, which is non-refundable. (Nomination Petitions and Candidate Packets are only available at the City Manager’s Clerk’s Office)

SECTION 4.07 NOMINATION PETITIONS

Petitions for the nomination of candidates for elective office shall be in writing, signed by the petitioning voters, with the street and number, if there by such, of their respective residences. Each petition may consist of one or more pages, and the signatures need not all be on the same page. The nomination petition shall contain only one signature on each designated line and no more than 10 signatures on each side of the page. Each page of the nomination petition shall be in the following form provided by the City Clerk’s office. (Nomination Petitions and Candidate Packets are only available at the City Manager’s Clerk’s Office)

NOMINATION PETITION

__________________, being duly sworn, deposes and says that he/she circulated the foregoing petition containing no more than 10 signatures, and that the signatures appended thereto were made in his/her presence and are the signatures of the persons whose names they purport to be and that such persons signed the petition of their own free will.

Section 4. Chapter 4 is amended to add the following section:

SECTION 4.10 WRITE-IN CANDIDATES

A candidate for any city office who wants write-in votes for the candidate to be counted must file a written request with the filing officer for the office sought no later than the seventh (7th) day by 5 p.m. before the general or special municipal election. The city clerk shall provide the form to make the request.

Section 5. Chapter 5, Section 5.03 and 5.06 of the City Charter is amended to read as follows:

SECTION 5.03 EXPENDITURES BY PETITIONERS

No member of any recall committee, no circulator of a signature paper, and no signer of any such paper, or any other person, shall accept or offer any reward, monetary pecuniary or otherwise, for services rendered in connection with the circulation. This shall not prevent the committee from paying for legal advice and from incurring nominal expenses as set forth by ordinance, for stationery, copying, printing, and notarial fees. Any violation of this section is a misdemeanor.
SECTION 5.06 ELECTION UNDER RECALL - NOTICE OF ELECTION

Unless the officer whose removal is sought resigns within ten (10) days after receipt by the Council of the completed recall petition, the Council shall immediately order a special election in accordance with the special election provisions of this Charter (Section 4.04). The form of the ballot at such election shall be as follows:

In the event that a majority of the voters vote in the affirmative on this question, a vacancy in such office the subject of the recall, shall be declared vacant, and the office shall be filled as stated in Section 2.06.

Section 6. Chapter 6, Sections 6.01, 6.02, 6.03, 6.04, 6.05, 6.07, 6.11, 6.12 and 6.13 of the City Charter is amended to read as follows:

SECTION 6.01 POWERS RESERVED BY THE PEOPLE

The people of the City of Brooklyn Park reserve to themselves the powers, in accordance with the provisions of this Charter, to (1) initiate and adopt any ordinance, except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land (“Initiative”); and (2) require any ordinance when passed by the Council except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land to be referred to the registered voters for approval or disapproval (“Referendum”). Sections 6.03 through 6.09 govern the Initiative process. Sections 6.10 through 6.14 govern the Referendum process.

SECTION 6.02 EXPENDITURES BY PETITIONERS

No member of any initiative or referendum committee, no circulator of a signature paper, and no signer of any such paper, or any other person, shall accept or offer any reward, pecuniary or otherwise, for service rendered in connection with this circulation. This shall not prevent the committee from paying for legal advice and from incurring nominal expenses as set forth by ordinance. Any violation of this provision is a misdemeanor.

SECTION 6.03 INITIATION OF MEASURES

Any five registered voters may form themselves into a sponsoring committee for the initiation of any ordinance except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land. Before circulating any petition the committee shall file a certified copy of its proposed ordinance with the City Clerk together with the names and addresses of the committee members. The committee shall also attach a copy of the certified proposed ordinance to each of the signature papers, together with the committee member's names and addresses as sponsors. Within 10 working days the City Attorney shall ascertain whether the proposed ordinance properly constitutes an initiative. If the City Attorney finds the petition improper, he/she shall notify one or more of the sponsoring committee of that fact, certifying the reasons for his/her findings. (Sample Forms must be available at the City Manager's Clerk's Office).

SECTION 6.04 FORM OF PETITION AND SIGNATURE PAPERS

The petition for the adoption of any ordinance shall consist of the ordinance, together with all the signature papers and affidavits attached. Such petition shall not be complete unless signed by a number of registered voters in the City of Brooklyn Park equal to at least 15 percent of the total number of votes cast in the City of Brooklyn Park at the last Gubernatorial election. All the signatures need not be on one signature paper, but the circulator of every signature paper shall make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. Each signature paper shall be in substantially the following form:

(Sample Forms must be available at the City Manager's Clerk's Office).
SECTION 6.05 FILING OF PETITION AND ACTION TAKEN

The committee shall then be given up to thirty days in which to file additional signature papers and to correct the petition in all other particulars. Upon receipt of the corrected petition, the City Clerk will then have up to ten working days to ascertain its validity, and the petitioners can no longer correct errors. If at the end of that period the petition is found to be still insufficient or irregular, the Clerk shall file it in his/her office and shall notify one or more each members of the committee of that fact. The final finding of the insufficiency or irregularity of a petition shall not prejudice the filing of a new petition for the same purpose, nor shall it prevent the Council from referring the ordinance to the voters at the next regular or special election.

SECTION 6.07 INITIATIVE BALLOTS

The ballots used when voting upon any such proposed ordinance shall state the substance of the ordinance and shall give the voters the opportunity to vote either "Yes" or "No" on the question of adoption. If a majority of the votes on any such ordinance are in favor of it, it shall then become an ordinance of the city. Any number of proposed ordinances may be voted upon at the same election, but the voter shall be allowed to vote for or against each separately. If the city attorney determines there is a conflict in case of inconsistency between two initiated ordinances approved at one election, the one approved by the higher percentage of voters voting on the question shall prevail.

SECTION 6.11 REFERENDUM PETITION

Any five registered voters may form themselves into a sponsoring committee for the repeal of any ordinance except an ordinance relating to the budget or capital programs, the appropriation of money, the levy of taxes, the issuance of bonds, the salaries of city officials or employees, or the zoning of land. Before circulating any petition the committee shall file a certified copy of the ordinance suggested to be repealed with the City Clerk together with the names and addresses of the committee members. The committee shall also attach a copy of the certified ordinance to each of the signature papers, together with the committee member's names and addresses as sponsors. (Sample Forms must be available at the City Manager's Clerk's Office).

SECTION 6.12 FORM OF PETITION AND SIGNATURE PAPERS

The petition for the repeal of any ordinance shall consist of the ordinance, together with all the signature papers and affidavits attached. Such petition shall not be complete unless signed by a number of registered voters in the City equal to at least 15 percent of the total number of votes cast in the City at the last Gubernatorial election. All the signatures need not be on one signature paper, but the circulator of every signature paper shall make an affidavit that each signature appended to the paper is the genuine signature of the person whose name it purports to be. Each signature paper shall be in substantially the following form: (Sample Forms must be available at the City Manager's Clerk's Office).

SECTION 6.13 FILING OF PETITION AND ACTION TAKEN

The committee shall then be given up to thirty days in which to file additional signature papers and to correct the petition in all other particulars. Upon receipt of the corrected petition, the City Clerk will then have up to ten working days to ascertain its validity, and the petitioners can no longer correct errors. If at the end of that period the petition is found to be still insufficient or irregular, the Clerk shall file it in his/her office and shall notify one or more each members of the committee of that fact. The final finding of the insufficiency or irregularity of a petition shall not prejudice the filing of a new petition for the same purpose, nor shall it prevent the Council from referring the ordinance to the voters at the next regular or special election.

Section 7. Chapter 7, Section 7.01 and 7.06 of the City Charter is amended to read as follows:

SECTION 7.01 THE CITY MANAGER
When the office of City Manager is declared vacant, the City Council shall appoint a new City Manager within 180 days. Whenever the office of City Manager is declared vacant, the City Council shall advertise for a new City Manager through appropriate local and national publications and agencies and on the city’s website. During any absence or disability of the City Manager, the City Council shall appoint an Acting Manager, properly qualified and capable to perform the duties of City Manager.

SECTION 7.06 CONTRACTS: HOW LET

Every contract for the purchase of merchandise, materials or equipment, or for any kind of construction work for cities of the second class, shall be let only by the Council upon the recommendation of the City Manager to lowest responsible bidder. Unless the Council shall by an emergency ordinance otherwise provide, the City Manager shall advertise for bids on the city website and by at least one week's published notice in the official legal newspaper of the city on all such contracts as provided by statute. The Council may, however, reject any and all bids. Subject to the provisions of this Charter, the Council may by ordinance adopt further regulations for the making of such bids and the letting of contracts.

Section 8. Chapter 8, Section 8.04, 8.06 and 8.12 of the City Charter is amended to read as follows:

SECTION 8.04 BOARD OF APPEAL AND EQUALIZATION

Notice of this meeting shall be given posted on the city website and published in at least two (2) publications of the official newspaper, the first of which must be two (2) weeks prior to the meeting. The meeting shall be so conducted as to give interested citizens a reasonable opportunity to be heard.

The Council shall evaluate this information when it sits as a Board of Appeal and Equalization.

SECTION 8.06 PASSAGE OF THE BUDGET

Prior to the adoption of the budget and in accordance with State law, notice shall be given on the city website and in the official city newspaper stating the time and place at which the budget will be considered and stating that copies are on file in the City Hall for public inspection. The preliminary budget shall be presented at the first regular monthly meeting of the Council in September and the Council shall hold adjourned meetings from time to time until all the estimates have been considered.

SECTION 8.12 ACCOUNTS AND REPORTS

Once each year, on or before March 15, the City Manager shall submit a report containing preliminary financial results of all city funds for the prior year. The Council may at any time, and shall annually, provide for an audit of the city finances by a certified public accountant or by the department of the State authorized to make examinations of the affairs of the municipalities. On or before the first day of June in each year, the City Manager shall prepare and submit to the Council an audited Comprehensive Annual Financial Report covering all City funds for the prior year. The Comprehensive Annual Financial Report shall be prepared according to generally accepted accounting principles and shall be submitted to the Council on or before the date prescribed by State law for this report to be submitted to the State of Minnesota. The Comprehensive Annual Financial Report or a summary thereof shall be published on the city website and in the official newspaper on or before July 30 of each year.

Section 9. Chapter 12, Section 12.03 of the City Charter is amended to read as follows:

SECTION 12.03 PUBLIC HEARING

Before any franchise ordinance is adopted or any rates, fares, or prices to be charged by a public utility are fixed by the Council, the Council shall hold a public hearing on the matter. Notice of such hearing shall be published
on the city website and at least once in the official newspaper not less than ten (10) days prior to the date of the hearing.

**Section 10. Chapter 13, Section 13.07 of the City Charter is amended to read as follows:**

**SECTION 13.07 NOTICE OF PUBLIC HEARINGS**

Notice of public hearings required by this chapter shall be published on the city website and at least once in the official newspaper at least ten (10) days prior to the date of the hearing. Additional notice of such public hearings shall be mailed to subscribers of the utility or given in such manner as the Council may determine.

**Section 11, Chapter 14, of the City Charter is amended to add Section 14.01A as follows:**

**SECTION 14.01 OFFICIAL PUBLICATIONS**

14.01A WEBSITE

*In addition to and all other publication requirements, information regarding public notices, ordinances, bid solicitation and other city matters required by law shall also be posted on the city’s website.*

**Section 12. Chapter 14, Section 14.05 of the City Charter is amended to read as follows:**

**SECTION 14.05 OFFICIAL BONDS**

The City Manager, the City Clerk, the Director of Finance, and such other officers or employees of the city as may be provided for by ordinance shall each before entering upon the duties of his/her respective office or employment, be covered by a corporate surety bond to the city in such form and in such amount as may be fixed by the Council as security for the faithful performance of his/her official duties and the safekeeping of the public funds. Such bonds may be either individual or blanket bonds in at the discretion of the Council. They shall be approved by the Council and approved as to form by the City Attorney, and filed with the City Clerk. The premiums on the bonds shall be paid by the city.

DEVIN MONTERO
City Clerk

To be published in the Sun Post June 6, 2019
City of Brooklyn Park
Request for Council Action

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<tr>
<th>Agenda Item:</th>
<th>4.7</th>
<th>Meeting Date:</th>
<th>May 28, 2019</th>
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<tbody>
<tr>
<td>Agenda Section:</td>
<td>Consent</td>
<td>Originating Department:</td>
<td>Operations and Maintenance</td>
</tr>
<tr>
<td>Resolution:</td>
<td>N/A</td>
<td>Prepared By:</td>
<td>Greg Hoag, Park and Building Maintenance Manager</td>
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<tr>
<td>Ordinance:</td>
<td>N/A</td>
<td>Presented By:</td>
<td>Devin Montero, City Clerk</td>
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<tr>
<td>Attachments:</td>
<td>N/A</td>
<td>Item:</td>
<td>Appointment of City Tree Inspector</td>
</tr>
</tbody>
</table>

City Manager’s Proposed Action:

MOTION ______________, SECOND ______________, TO CONFIRM THE CITY COUNCIL APPOINTMENT OF MIKE CARHILL OR ALTERNATE CHRIS SULLIVAN AS CITY TREE INSPECTOR FOR THE YEAR 2019.

Overview:

City of Brooklyn Park City Code, Chapter 97, establishes the appointment for the City Tree Inspector as:

97.02 Definitions “City Tree Inspector means a person or persons appointed by the City Council who is certified by the MN Commission of Agriculture to plan, direct and supervise all requirements for controlling shade tree diseases throughout the designated control area.”

The City Tree Inspector duties are defined in City Code 97.30 (A) Duties. The City Tree Inspector shall administer the shade tree disease control program for the City in accordance with City code. Official duties include inspections, diagnosis, and the supervision of the removal of diseased or hazard trees.

The Brooklyn Park City Code Chapter 97 was amended in May 2014, and became effective in July 2014.

On January 7, 2019 City Council Appointed Mark Anderson and Chris Sullivan to this role. Mark Anderson is retiring from the City on May 31, 2019 after 41+ years of service. Mike Carhill has been promoted to the position of City Forester.

Mike Carhill and Chris Sullivan maintain all certifications required by the Minnesota Commissioner of Agriculture for city tree inspectors.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A
City of Brooklyn Park
Request for Council Action

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<td>Public Hearings</td>
<td>Originating Department:</td>
<td>Community Development</td>
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<td>Resolution:</td>
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<td>Prepared By:</td>
<td>Megan Bookey, Program Assistant III</td>
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<td>Ordinance:</td>
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<td>Presented By:</td>
<td>Keith Jullie, Rental and Business Licensing Manager</td>
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<td>Attachments:</td>
<td>N/A</td>
<td>Item:</td>
<td>Approve an On-Sale Intoxicating Liquor License for Chipotle Mexican Grill of Colorado LLC dba Chipotle Mexican Grill, 5901 94th Avenue North, Brooklyn Park</td>
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</table>

City Manager's Proposed Action:

MOTION ______________, SECOND ______________, TO APPROVE AN ON-SALE INTOXICATING LIQUOR LICENSE FOR CHIPOTLE MEXICAN GRILL OF COLORADO LLC DBA CHIPOTLE MEXICAN GRILL, 5901 94TH AVENUE NORTH, BROOKLYN PARK.

Overview:

This item is a public hearing to approve an on-sale intoxicating liquor license for Chipotle Mexican Grill of Colorado LLC dba Chipotle Mexican Grill, 5901 94th Avenue North, Brooklyn Park.

The Community Development Department approved the application on May 16, 2019. The Police Department has completed their investigation of the officers and restaurant manager. This is a newly constructed building and the certificate of occupancy has been issued. They are now open for business.

The Community Development Department, Fire Department and Police Department find no reason that would preclude the issuance of this license. Their reports are on file in the Business and Rental Licensing Division and are available upon request.

Primary Issues/Alternatives to Consider: N/A

Budgetary/Fiscal Issues: N/A

Attachments: N/A
City Manager’s Proposed Actions:

MOTION ___________, SECOND ___________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING PRELIMINARY AND FINAL PLAT OF SIX TEN CROSSINGS SECOND ADDITION SUBDIVIDING 3.8 ACRES INTO ONE LOT AND ONE OUTLOT AT 5651 96TH AVENUE NORTH.

MOTION ___________, SECOND ___________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-_____ APPROVING A CONDITIONAL USE PERMIT FOR A RESTAURANT WITH A DRIVE-THRU AT 5651 96TH AVENUE NORTH.

Planning Commission Recommendation:
At the May 8, 2019 meeting, the Planning Commission unanimously (8-0) recommended approval of the proposed development. Since the Planning Commission meeting, the applicant has received approval of the landscaping and lighting plans from Great River Energy as the transmission line easement affects these plans.

Overview:
In April 2017, the City Council approved a development proposal for Fairfield Inn and Suites at 5651 96th Avenue North. That project did not move forward, and it expired in 2018.

The property has since been sold and the current owners are proposing a Panera Bread restaurant on the northern half of the property. The proposed restaurant will have a drive-thru. All uses in the Town Center zoning district require a conditional use permit. The property is also larger than is needed for the restaurant, so a plat will subdivide the property. The future use of the additional site is uncertain at this time, but the property is sized to accommodate development.

Budgetary/Fiscal Issues: Park dedication will be collected with the plat.

Alternatives to consider:
1. Approve the proposal as recommended by the Planning Commission.
2. Approve the proposal with modifications.
3. Deny the proposal based on certain findings.

Attachments:
6.1A RESOLUTION – PRELIMINARY PLAT
6.1B RESOLUTION – CONDITIONAL USE PERMIT
6.1C LOCATION MAP
6.1D PLANNING AND ZONING INFORMATION
6.1E PLANNING COMMISSION MINUTES
6.1F LETTERS FROM NEIGHBORS
6.1G PLANS
RESOLUTION #2019-

RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT OF
“SIX TEN CROSINGS SECOND ADDITION”
SUBDIVIDING 3.8 ACRES INTO ONE LOT AND ONE OUTLOT
AT 5651 96TH AVENUE NORTH

Planning Commission File #19-107

WHEREAS, the plat of “Six Ten Crossings Second Addition” has been submitted in the manner required
for platting of land under the Brooklyn Park Codes and under Chapter 462 of the Minnesota Statutes and all
proceedings have been duly had thereunder; and

WHEREAS, said plat is in all respects consistent with the City plan and the regulations and requirements
of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152; and

WHEREAS, the Planning Commission held a public hearing and reviewed the proposal at its meeting on
May 8, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Preliminary Plat
Request #19-107 “Six Ten Crossings Second Addition” shall be approved subject to the following conditions:

I. PRELIMINARY PLAT

1.00 DRAWINGS

1.01 Preliminary Plat on file dated 04-25-2019.

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

2.01 Payment of any special assessments on the property.

2.02 Park dedication will be required at the time of final plat approval at the rate in effect at the time.

3.00 REQUIRED DOCUMENTS

3.01 Approval of Title by the City Attorney.

3.02 All utility construction, drainage, grading and development plans must be approved by the City Engineer
prior to receiving a building permit.

3.03 A comprehensive search shall be performed to identify any existing wells on the property. A licensed well
driller shall properly abandon any unused wells in the plat. Such abandonment shall be reviewed and
approved by the Minnesota Department of Health.
3.04 A final plat showing the correct square footage for each lot area must be submitted prior to recording of the final plat.

3.05 West Mississippi Watershed Commission approval and storm water maintenance agreements, if applicable.

3.06 Approval from the Minnesota Department of Transportation for any work conducted in their right-of-way.

3.07 The existing cross-access and maintenance agreements shall remain in effect.

## 4.00 GENERAL CONDITIONS

4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.

4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.

4.03 No burying of construction debris shall be permitted on the site.

4.04 Dust control measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences and seeding. The City Engineer may impose measures to reduce dust.

4.05 Adequate dumpsters must be on site during construction of streets, utilities and buildings. When full, they must be emptied immediately or replaced with an empty dumpster.

4.06 Metal roll-off dumpster containers for construction debris shall be present at each building site within the front yard prior to framing inspections being conducted. Dumpsters shall be monitored for overflow and emptied and completely covered with a secured tarp or cover at the end of each work day.

4.07 Adequate portable toilets must be on-site at all times during construction of utilities, roadways, and homes. At no time shall any building under construction be more than 250 feet away from any portable toilet. Toilets must be regularly maintained.

4.08 During construction, streets must be passable at all times and free of debris, materials, soils, snow, and other obstructions.

## II. FINAL PLAT

WHEREAS, the plat of “Six Ten Crossings Second Addition” has been submitted in the manner required for platting of land under the Brooklyn Park Codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder; and

WHEREAS, said plat is consistent with the Comprehensive Plan and the regulations and requirements of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Final Plat Request #19-107 “Six Ten Crossings 2nd Addition” shall be approved subject to the following conditions:

a. Title review by the City Attorney and all conditions therein.
b. Easement review by the City Engineer and all conditions therein.

c. Park dedication in the amount of $15,552 to satisfy Lot 1 (1.944 acres at $8,000 per acre). Park dedication will be satisfied on Outlot A at the time of its platting in the rate in effect at the time.

d. Per requirements set forth above or as subsequently amended by motion, approving the preliminary plat of and development plan of “Six Ten Crossings” which is part of this resolution by reference and is on file and can be examined in the City Clerk’s office.

e. Submission of a letter from the land surveyor or engineer indicating the square footage contained in each lot on the plat, per Section 151.043, Subdivision J, of the City Code.

f. Submission of a CAD copy of the plat.

BE IT FURTHER RESOLVED that such execution of the certificate upon said plat by the Mayor and City Manager shall be conclusive showing of proper compliance therewith by the subdivider and City officials and shall entitle such plat to be placed on record forthwith without further formality, all in compliance with M.S.A. 462 and the Ordinance of the City.

If the petitioner needs additional time to satisfy the requirements listed in this Preliminary Plat, then a one-year time extension must be requested. Time extension requests are subject to the conditions found in Subdivision Code (Section 151). The failure on the part of the petitioner to submit a final plat per Section 151 within one year from the date of this approval shall deem the preliminary approval to be null and void.
RESOLUTION #2019-

RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR A RESTAURANT WITH A DRIVE-THRU
AT 5651 96TH AVENUE NORTH

Planning Commission File #19-107

WHEREAS, an application has been made by CMT Brooklyn Park LLC for a Conditional Use Permit under the provisions of the City Code on property legally described as:

Lot 1, Block 1, Six Ten Crossings Second Addition, Hennepin County, Minnesota

WHEREAS, the approved development plan of 610 Crossings is for retail, restaurant, office, and hotel users; and

WHEREAS, the effect of the proposed use upon the health, safety, and welfare of surrounding lands, existing and anticipated traffic conditions, and its effect on the neighborhood have been considered; and

WHEREAS, the matter has been referred to the Planning Commission who held the public hearing on May 8, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park:

The Conditional Use Permit for a restaurant with a drive-thru is hereby approved with the following conditions:

1.00 DRAWINGS

1.01 Site, utility, landscaping, and grading plans on file in the City Clerk’s office dated 04-12-2019 are approved, subject to conditions listed below.

1.02 Building elevations dated 04-19-2019 are approved to proceed to building permit, subject to conditions listed below.

2.00 BONDS, ESCROWS AND DIRECT PAYMENTS

2.01 A Development Contract and bonding shall be required as a development bond or letter of credit in the amount of $340,100.00, a cash bond in the amount of $17,900.00, and a developer’s escrow in the amount of $10,700.00 as required by Chapter 152. The developer's escrow must be posted with the City to cover engineering, legal and administrative costs incurred by the City. If this account becomes deficient, it shall be the developer's responsibility to deposit additional funds. This must be done before final bonding obligations are complete.

3.00 REQUIRED DOCUMENTS

3.01 All utility construction, drainage, grading and development plans must be approved by the City Engineer prior to receiving a building permit.
3.02 Approval from Great River Energy for landscaping, parking lot lighting, and signage within the transmission line easement.

4.00 GENERAL CONDITIONS

4.01 It shall be the developer's responsibility to keep active and up to date the developer's contract and financial surety (Letter of Credit, bonds, etc.). These documents must remain active until the developer has been released from any further obligation by City Council motion received in writing from the Engineering Department.

4.02 Before final bonding obligations are released, a certificate signed by a registered engineer must be provided. This certificate will state that all final lot and building grades are in conformance to drainage development plan(s) approved by the City Engineer.

4.03 No burying of construction debris shall be permitted on the site.

4.04 Dust control and erosion measures must be in place to prevent for dust and erosion including, but not limited to, daily watering, silt fences and seeding. The City Engineer may impose measures to reduce dust and run-off.

4.05 Adequate dumpsters must be on site during construction. When full, they must be emptied immediately or replaced with an empty dumpster.

4.06 Signs are allowed as follows:

A. Each of four walls as shown in the building elevations not to exceed ten percent of the wall area; and

B. A shared pylon sign at the northeast corner of Zane Avenue and the westbound Highway 610 ramps with a design coordinated with the other shared pylon signs along Highway 610 in the 610 Crossings master plan; and

C. A shared monument sign not to exceed 120 square feet at either the east/south side of the driveway to 96th Avenue with the consent of that property owner, OR on the west/north side of that driveway with moving the utility services.
Building Design
The single-story building will be constructed with a mostly-brick façade in two different colors. A complementary colored EIFS band will be used on the south and west sides above large windows. The parapet extends tall enough to screen the rooftop units.

Access and Parking
Vehicular access to the site comes from a shared driveway on 96th Avenue. The driveway will also provide access to the remainder of the property to the south of the proposed restaurant. It will also provide access to the Opus property to the east. Cross-access and maintenance agreements are in place. There is also a connection to the Kwik Trip site to the north. No access to Zane Avenue is permitted by Hennepin County.

The site has a drive-thru. The entrance to the drive-thru is near the southeastern corner of the building with the pick-up window on the north side of the building. The drive-thru lane can accommodate seven vehicles, one more than the minimum six required.

Pedestrian Connections
Sidewalks are present along both Zane Avenue and 96th Avenue. Walkways will be extended from both sidewalks to provide a route to the front door. Bike racks are provided near the Zane Avenue connection.

The building and site layout to the south is only conceptual. The pedestrian connection shown in the plans will be worked out when the use and design of that site are known.

Landscaping and Screening
A large portion of the site is encumbered by the Great River Energy transmission line and easement. Landscaping is limited to shorter ornamental trees and shrubs in this area, which is the entire portion of the property north of the building. It is recommended that GRE review and approves the landscaping plan prior to building permit so that the landscaping will not be removed in the future.
Lighting
The 610 Crossings master plan states that a uniform lighting design for parking lots be provided. Kwik Trip was the first business constructed and used a white pole, which is Kwik Trip’s signature design. When McDonalds was approved, they used the same pole and light, but in a different color. Likewise, Panera will use the same square pole and a similar light as Kwik Trip, but in a bronze color. Like the landscaping, the parking lot light poles are subject to GRE’s review for height and separation from the transmission lines. The lighting plan may need to be adjusted due to GRE’s comments that were received after the Planning Commission meeting. Staff will work with the applicant at the time of building permit to ensure compliance with the 1.0 fc minimum light levels in the parking lot.

Signage
The 610 Crossings development plan identified areas for shared signage. Near the corner of Zane Avenue and the westbound 610 off-ramp is one such shared sign. The applicant is not proposing to construct the sign at this time, but could in the future as other sites are developed.

Along 96th Avenue, a monument sign is shown (120 square foot maximum). This sign was not part of the 610 Crossings sign plan. The intent is to provide identification of the driveway for Panera and the future user to the south as those buildings sit far from the street. Due to the buried utilities, the placement of the sign is about 75 feet away from this driveway and is closer to the Kwik Trip driveway (45 feet), which could defeat the original intent. Instead, it was recommended that the sign either be converted to a directional sign (10 square feet for a single user, 20 square feet for multiple users), which have been allowed in easement areas due to shallower foundations or be placed on the south/east side of the driveway with the consent of Opus (that property owner). At the Planning Commission meeting, the applicant’s representative stated that they will move the utilities so that the sign can be placed close to the driveway.

The applicant is also showing wall-mounted signage on all four sides of the building. Each side faces either a street or parking area. In the Town Center zoning district, signs are determined by the development plan. Several buildings do show signage on all four sides, but no single-user building currently has all four sides and freestanding signs. This arrangement is reasonable provided that the freestanding signs at Zane and 610 and along 96th Avenue are shared signs or directional signs.

Plat
The existing parcel is an outlot from the Six Ten Crossings plat. It will be replatted into a buildable lot for the restaurant and an outlot for the future development. The outlot will need to be replatted in the future.

Park Dedication
Park dedication is required on Lot 1. The current rate is $8,000 per acre for non-residential properties.
PLANNING COMMISSION REGULAR MEETING
May 8, 2019 – 7:00 pm

1. CALL TO ORDER

The meeting was called to order at 7:00 PM.

2. ROLL CALL/PLEDGE OF ALLEGIANCE

Those present were: Commissioners Herbers, Husain, Kiekow, Kisch, Mersereau, Mohamed, Morton-Spears, Vosberg; Senior City Planner Larson; Planning Director Sherman; Council Member Liaison West-Hafner.

Those not present were: Commissioner Hanson.

6. PUBLIC HEARING

A. CMT Brooklyn Park, LLC (Panera Bread) – Plat and Conditional Use Permit #19-107 for a restaurant with a drive-thru at 5651 96th Avenue North.

Senior Planner Larson introduced the two-part application for a site just west of Zane Ave and east of 96th Ave which will be the access point. He added this was the same site that had an approved proposal for a Fairfield Inn a couple of years ago, but this project did not move forward since there were two other hotels who started construction sooner. He explained the new proposal is for a stand-alone Panera Bread restaurant of about 4,300 square feet. The building will be one-story with a drive-thru. He stated the Panera site will be located at the northern portion of the property, and a new driveway will be constructed to match up with the curb cut-out currently located along 96th Ave. He pointed out a planned connection between the Panera site and Kwik Trip to the north. The front of the building faces Zane Ave, and the drive-thru entrance is around the southeast corner and wraps around the north end of the building. He provided that the drive-thru has at least 6 spots for vehicle stacking. He stated there will be one row of parking around the building with a double row in the back and additional space to the east to create additional parking if needed. He discussed that Panera doesn’t need the southern portion of the lot, and the owner doesn’t know what to do with the property at this time, but a concept is included in the plans although this would likely change. He assured the Commission that a proposal for the southern portion of the site would have to come back through the Commission and City Council once a use is determined. He noted the Great River Energy transmission line easement runs through the entire lot north of the building as documented on the landscaping plan, so this limits the allowable height on the site such as overstory trees. He indicated that ornamental trees will be fine since they are generally shorter. He stated another height concern is with the light poles in the area, Kwik Trip has very short light poles, so a condition of the approval is that Great River Energy review and approve the lighting and landscaping plans to confirm the height of these items won’t interfere with the transmission line. He pointed to a sign shown on the plans at the northeast portion of the site which is placed to avoid the utility lines, but City Staff is concerned that the sign is too close to the Kwik Trip driveway which may lead to customers unnecessarily accessing Panera through the Kwik Trip driveway. He noted that moving the sign closer to the Panera driveway does put it over utility lines. He recommended the sign be changed to a smaller directional sign with less of a footing, or for the applicant to work with Opus across the street to locate the sign on the other side of the Panera driveway. He stated the applicant has decided on a third option, to move the sewer line so there is room for the sign in the plan. He described the building as meeting the design requirements for articulation of building materials with mostly brick and some efface. He said the roof top units are adequately screened. He reiterated the light poles in the lighting plan will likely change, and there is one spot in the parking lot that does dip below the 1-foot candle level required, so another couple of poles may need to be added. City Staff recommends approval.
Ken Knuckles, representing CMT Brooklyn Park, LLC, stated they are anxious to begin the project. He elaborated that they have filed their plans for review with Great River Energy, and feedback on the height of the trees, light poles and monument sign is expected very quickly. He added the light poles outside of the easement are 25-feet tall, and they propose 20-feet tall poles within the easement. He stated they understand they may need to make further adjustments. He explained the West Mississippi Watershed District determined the applicant doesn’t need to submit any further plans with them as the site will be included in the 610 Crossing and plans for the regional basin have already been submitted. He stated the applicant has no issues with the conditions lined out in the staff report, the only thing they wanted to discuss further was the relocation of the monument sign. He offered to answer any questions on behalf of the owner.

Commissioner Vice-Chair Kisch opened the public hearing.

Seeing no one approach the podium, Commissioner Vice-Chair Kisch closed the public hearing.

Commissioner Vice-Chair Kisch asked if the cross-access maintenance agreement is relative to the access of the Kwik Trip site in regard to the plat or would that be in relation to the parcel subdivided to the south.

Senior Planner Larson said this was looked at in detail with the applicant. He provided that when the 610 Crossings shopping center was approved, there was a set of documents recorded against all the properties that basically provided everybody with blanket cross-access maintenance agreements. These agreements continue to remain in place as the properties continue to be developed and sub-divided.

Commissioner Vice-Chair Kisch said he was fearful that the plat may create an inaccessible parcel if a cross-access agreement was not in existence. He asked if the revised sign location creates a conflict with the sidewalk and pedestrian access.

Ken Knuckles said the sidewalk in the plan is a proposed sidewalk in the right-of-way of 96th Ave. He assured the Commission that the monument sign would be located on their parcel, so there would be no impact to the sidewalk.

Commissioner Vice-Chair Kisch said his concern is the access from the sidewalk to the property along the road as the monument sign looks to fall in the middle.

Sherry Ahrens, representing Westwood, stated the revised plan is just a sketch plan that has already been modified to move the sign over another 15-feet as well as reroute the sidewalk around the sign. She assured the sign would not be located in the sidewalk.

Ken Knuckles circled back to address the question about cross-access agreements. He stated in discussions with the applicant’s lawyers he specifically asked if there was a need to document access easements with specific parcels. He was assured by the lawyers that this was already addressed through the REA and OEA documents in place for 610 Crossings.

Commissioner Mohamed asked how this restaurant compares in building size to nearby Panera Bread restaurants.

Ken Knuckles stated that 4,300 square feet is prototypical for Panera although there are smaller and larger restaurants.

Matthew Hinchcliffe, representing Arch Vision from St. Louis, MO, reiterated that the size of this Panera is typical of the new generation buildings. He mentioned previous iterations are also similar in square footage, but they don’t have as much building articulation as the new generation concepts.
MOTION MOHAMED, SECOND MERSEREAU TO RECOMMEND APPROVAL OF PRELIMINARY PLAT #19-107 FOR “SIX TEN CROSSINGS SECOND ADDITION,” SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

MOTION MOHAMED, SECOND HERBERS TO RECOMMEND APPROVAL OF CONDITIONAL USE PERMIT #19-107 FOR A RESTAURANT WITH A DRIVE-THRU AT 5651 96TH AVENUE NORTH, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

MOTION CARRIED UNANIMOUSLY.

Planning Director Sherman confirmed that the public hearing items will move on to City Council Tuesday, May 28.
From: Ella Kot  
Sent: Tuesday, April 30, 2019 8:54 AM  
To: Todd Larson  
Subject: Re: Panera off of Zane and 610

Todd,  
Just wanted to say that we are in FAVOR of the Panera that is proposed for be built off of 601 and Zane! Thank you ffor bringing great restaurants to our area! Our address is 9438 Toledo Ln, Brooklyn Park, MN 55443

Ella Kot

* * *

From: Lola Simons  
Sent: Friday, May 3, 2019 8:27 PM  
To: Todd Larson  
Subject: Panera Bread

I am very excited to hear about Panera coming to the neighborhood!! Hope it doesn’t get nixed. Thanks for the good work!

Lola Simons, Liberty Oaks  
6400 98th Ln N  
Brooklyn Park 55445

* * *

From: Nelly Kaganovskaya/Brandenburger  
Sent: Monday, May 6, 2019 9:32 AM  
To: Todd Larson  
Subject: Planning Commission Public Hearing

Dear Todd Larson,

My name is Nelly Brandenburger, my address is: 9651 Unity Ln N, Brooklyn Park 55443.

Our family love the idea of having a Panera Bread restaurant in our area. It would be great to have more nice restaurants in that area and a shopping mall.

Unfortunately, we have only fast food restaurants near us which do not appeal to our family. Maybe it's convenient to some people but we have to many fast food restaurants built just next to each other.

Every time we have to go either to Maple Grove or other cities’ restaurants. I know a lot of people in Brooklyn Park will appreciate having nice restaurants here than to bring our business to other cities.

Thanks,
Nelly
EXTERIOR MATERIALS:

PX1 QUIK BRIK, RUNNING BOND - PAINTED, COLOR: BENJAMIN MOORE #CC 470 'ROCKY ROAD'

PX2 QUIK BRIK, RUNNING BOND - PAINTED, COLOR: #HC 125 CUSHING GREEN

G1 ALUM. STOREFRONT, COLOR: DARK BRONZE, CLEAR GLAZING

PX3 QUIK BRIK, CANTED BRICK - PAINTED, COLOR: #HC 166 KENDALL CHARCOAL

PX4 QUIK BRIK, STACKED COURSE 4X4X16 - PAINTED, COLOR: #HC 115 CRUSHING GREEN

PX5 QUIK BRIK, RUNNING BOND SILL 4X4X16 - PAINTED, COLOR: #HC 115 CRUSHING GREEN

PX6 QUIK BRIK, SOLDIER COURSE 4X4X16 - PAINTED, COLOR: #HC 115 CRUSHING GREEN

PX7 EIFS, DRYVIT 'LYMESTONE' TEXTURE - PAINTED, COLOR: BENJAMIN MOORE #1545 'IRONGATE'

F4 FABRIC AWNING, COLOR: 'TAN' FABRIC

CPX COPING: PRE-FINISHED, COLOR: DARK BRONZE
EXTERIOR MATERIALS:

PX1 QUIK BRICK, RUNNING BOND - PAINTED, COLOR: BENJAMIN MOORE #CC 470 ‘ROCKY ROAD’ [P175]

PX2 QUIK BRICK, RUNNING BOND - PAINTED,
COLOR: #HC 125 CUSHING GREEN, P163

PX3 ALUM. STOREFRONT, COLOR: DARK BRONZE, CLEAR GLAZING

PX4 EIFS, DRYVIT ‘LYMESTONE’ TEXTURE - PAINTED, COLOR: BENJAMIN MOORE #1545 ‘IRONGATE’ [P168]

PX5 QUIK BRICK, STACKED COURSE 4X4X16 - PAINTED, COLOR: #HC 115 CRUSHING GREEN, P163.

PX6 QUIK BRICK, SOLDIER COURSE 4X4X16 - PAINTED, COLOR: #HC 115 CRUSHING GREEN, P163.

PX7 QUIK BRICK, CANTED BRICK - PAINTED, COLOR: #HC 166 KENDALL CHARCOAL, P165

PX8 ALUM. STOREFRONT, CLEAR GLAZING

F4 FABRIC AWNING, COLOR: ‘TAN’ FABRIC

CPX COPING: PRE-FINISHED, COLOR: DARK BRONZE

1 1/8" = 1'-0"

2 1/8" = 1'-0"
1 Enclosure_01
2 Enclosure_02
3 Enclosure_03
4 Enclosure_04
RESTAURANT
4,305 SF
FFE=877.0
This document presents a Storm Water Pollution Prevention Plan (SWPPP) for Six-Ten - Outlot E in Brooklyn Park, Minnesota. The site contains topsoil at depths ranging from 1 to 4 feet. The site storm water detention facility will be constructed to meet or exceed local, state and federal requirements.

**CONSTRUCTION:**
The following shall be on the project:

1. Plant vegetation (at least 6 inches) on areas that will be sodded.
2. Grass seed (40 lbs/acre) shall be used prior to winter, if site not sodded.
3. Strip and stockpile topsoil for replacement of 6 inches of topsoil over turf areas when grading is complete.
4. Prepare a seeding plan prior to installation.
5. Permanently stabilize temporary or permanent drainage ditches that drain water from a construction site.
6. Operate a catch basin operation to collect sediment and debris.
7. Install sanitary sewer, watermain, storm sewer and services.
8. Remove accumulated sediment.
9. Install street section.
10. Construct gravel construction entrances at field entrances to the site as shown on the construction plans.
11. Keep site covered.
12. Construct gravel construction entrances at field entrances to the site as shown on the construction plans.
13. Minimize erosion from disturbed surfaces and capture sediment.
14. Remove accumulated sediment.
15. Install street section.

**PRE-DEVELOPMENT SITE CONDITIONS:**
The site has a well-drained sandy loam soil type, with a surface layer of gravel and sand. There is a potential for storm water pollutants, including construction and waste materials that are used or stored on the site.

**POST-DEVELOPMENT SITE CONDITIONS:**
The site will ultimately discharge to a regional infiltration southeast of the site. The site will be graded with sand and silt. Refer to the geotechnical report dated February 20, 2019, prepared by Braun Intertec.

**STORM WATER MANAGEMETN REPORTS:**
Refer to the Six-Ten Crossings Stormwater Management Report prepared for Opus Development for more information regarding the operator.

**REFERENCES:**
1. This report shall be on the site.
2. This plan shall be on the site.
3. Street sections shall be on the site.
4. Storm sewer, watermain, sanitary sewer and services shall be on the site.
5. Grass seed shall be on the site.
6. Topsoil shall be on the site.
7. Street section shall be on the site.
8. Storm sewer, watermain, sanitary sewer and services shall be on the site.
9. Grass seed shall be on the site.
10. Topsoil shall be on the site.
11. Street section shall be on the site.
12. Storm sewer, watermain, sanitary sewer and services shall be on the site.
13. Grass seed shall be on the site.
14. Topsoil shall be on the site.
15. Street section shall be on the site.

**CONTACT NUMBER:**
952-697-5760

**ADDRESS:**
Minnetonka, MN 55343

**COMPANY NAME:**
Anchor Retail Solutions

**PROJECT NUMBER:**
0022281.00

**DATE:**
July 31, 2023

**REVISIONS:**
JAS
3825 Edwards Road, Suite 630

**VERTICAL SCALE:**
1"

**HORIZONTAL SCALE:**
1"=100'
12. STORM WATER POND OUTLETS

6. CULVERT INLET/OUTLET PROTECTION

4. DITCH PROTECTION (TEMPORARY OR PERMANENT)

TEMPORARY SEDIMENT BASINS WILL HAVE A STABILIZED EMERGENCY OVERFLOW AND CONTAIN ENERGY.

THE SEDIMENT PONDS WILL BE EXCAVATED TO MAINTAIN THE NECESSARY SEDIMENT CAPACITY AND

STORM DRAIN INLETS SHALL BE PROTECTED UNTIL THE DISTURBED AREAS THAT COULD DISCHARGE TO AN

AT LEAST ONE 2-FOOT WIDE STRIP OF SOD OR FIBER BLANKET SHALL BE PLACED ALONG THE EDGES OF CULVERT

SAFETY FENCE OR A SIMILAR METHOD OF PROTECTION SHALL BE INSTALLED TO PROTECT IMPORTANT

WHERE DITCH GRADES EXCEED 5%, ROCK CHECK DAMS OR EQUIVALENT BMP SHALL BE INSTALLED. CHECK

STABILIZATION METHODS FOR DITCH BOTTOM WETTED PERIMETER MAY INCLUDE ONE OF THE FOLLOWING OR

PARKING), CONSTRUCTION MATERIAL LOCATIONS, AND TOPSOIL OR FILL STOCKPILES INSTALLED WITHIN A 25-

A TEMPORARY CRUSHED ROCK OR WOOD CHIP PAD SHALL BE LOCATED WHERE VEHICLES LEAVE THE

CONCRETE WASHOUT AREAS WILL HAVE AN IMPERMEABLE LINER TO PREVENT CONCRETE WASHOUT WATER

CONCRETE TRUCKS SHALL UTILIZE THE CONCRETE WASHOUT AREA SHOWN ON THE PLANS TO WASH AND

GEOTEXTILE FABRIC MAY BE PLACED UNDER THE CRUSHED ROCK OR WOOD CHIPS TO PREVENT MIGRATION OF

A TEMPORARY CRUSHED ROCK OR WOOD CHIP PAD SHALL BE LOCATED WHERE VEHICLES LEAVE THE

PERPENDICULAR TO THE SLOPE TO HELP ESTABLISH VEGETATIVE COVER, REDUCE RUNOFF VELOCITY, INCREASE

PERMANENTLY STABILIZED IN INCREMENTS NOT TO EXCEED 75 FT, PRIOR TO CONSTRUCTION OR DISTURBING A

PERIMETER CONTROLS SUCH AS SILT FENCE SHALL BE INSTALLED AROUND ALL STOCKPILES IF NOT PLACED

IF BUILDING MATERIALS, CHEMICALS, OR GENERAL REFUSE IS BEING USED, STORED, DISPOSED OF, OR

ANY FUEL TANK OR TRUCK STORED ON THE PROJECT SITE SHALL BE PROTECTED BY A SECONDARY

WASHOUTS WILL BE CONSTRUCTED AND MAINTAINED TO PROVIDE SUFFICIENT CONTAINMENT FOR ALL LIQUID

CONCRETE TRUCKS SHALL UTILIZE THE CONCRETE WASHOUT AREA SHOWN ON THE PLANS TO WASH AND

A TEMPORARY BYPASS SHALL BE INSTALLED (I.E. PVC

MANUFACTURE’S RECOMMENDED METHODS.

HOURS OF DETECTION OR NOTIFICATION.

CONSTRUCTION BASIN REQUIREMENTS

WASHOUT AREA WILL BE CLEANED AND MAINTAINED TO PROVIDE SUFFICIENT CONTAINMENT FOR ALL LIQUID

CONSTRUCTION BASIN REQUIREMENTS

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

STORM WATER BASIN PROTECTION

CONTINUOUS TRACK MARKOUT

CONVEYANCE PATTERNS OR CIRCUMSTANCES DEMONSTRATE THE CONSTRUCTION SITE WILL REMAIN IN CONFORMITY WITH

STABILIZED TO PROTECT AGAINST FLOODING AND SPRING RUNOFF TO THE 100-YR FLOOD ELEVATION.

PERMISSIBLE WATER DISCHARGE: ALL WATER LINES WILL BE FLUSHED USING HOSES AND DISCHARGED ONTO AN

HYDRANT FLUSHING: FLUSHING OF HYDRANTS WILL BE DISCHARGED

ALL TEMPORARY AND PERMANENT STORMWATER BASINS AND SEDIMENT BASINS SHOULD HAVE OUTLETS AND

ENSURE 8 FT MAINTENANCE ACCESS IS ADEQUATE FOR AREA.

REQUIREMENTS PART IV. CONSTRUCTION ACTIVITY REQUIREMENTS. SECTION D. DEWATERING AND BASIN

REQUIREMENTS.

DISCHARGE.

ALL TEMPORARY AND PERMANENT STORMWATER BASINS AND SEDIMENT BASINS SHOULD HAVE OUTLETS AND

WASHOUTS WILL BE CONSTRUCTED AND MAINTAINED TO PROVIDE SUFFICIENT CONTAINMENT FOR ALL LIQUID

CONCRETE TRUCKS SHALL UTILIZE THE CONCRETE WASHOUT AREA SHOWN ON THE PLANS TO WASH AND

A TEMPORARY CRUSHED ROCK OR WOOD CHIP PAD SHALL BE LOCATED WHERE VEHICLES LEAVE THE

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TEMPORARY EROSION CONTROL DEVICES REQUIRED DUE TO CONTRACTORS METHOD OF SEQUENCING THEIR

IMPERMEABLE LINER INCLUDES 10 MIL POLYLINER OR COMPACTED CLAY LINER.

CONCRETE WASHOUT AREAS WILL HAVE AN IMPERMEABLE LINER TO PREVENT CONCRETE WASHOUT WATER

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PLANTING NOTES

1. CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL 811 TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.

2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD CONDITIONS.

3. CONTRACTOR SHALL BE INSTRUCTED TO INSTALL OR COMBAT AND CONSTRUCTION HAS BEEN COMPLETED TO THE LANDSCAPING SPECIFICATIONS.

4. ALL PLANTS TO BE PLANTED SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.

5. CONTRACTOR SHALL PROVIDE A 2-YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF INSTALLATION OF THE PLANTS.

6. ALL PLANTS TO BE PLANTED SHALL BE MATCHED TO THE SPECIFIED SIZE. PLANTS SHALL BE PLANTED AT THE NATURAL GROUNDLINE WITH FINISHED SITE GRADE.

7. PLANTS TO BE PLANTED SHALL BE PLANTED WITHIN 15 DAYS OF RECEIPT OF THE LANDSCAPE PLAN.

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Manufacturer's luminaire may vary due to variation in electrical voltage, engineering society approved methods. Actual performance of any industry standard lamp ratings in accordance with illuminating laboratory data taken under controlled conditions utilizing current conditions.

This lighting pattern represents illumination levels calculated from conditions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions.

<table>
<thead>
<tr>
<th>Description</th>
<th>Lum. Watts</th>
<th>Lum. Lumens</th>
<th>LLF</th>
<th>LLF</th>
<th>Avg</th>
<th>Min</th>
<th>Max</th>
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<tr>
<td>WLS-WPSLS-20L-30</td>
<td>8' MOUNTING HEIGHT</td>
<td>19.87</td>
<td>44</td>
<td>978</td>
<td>3</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>WLS-CYL8-1-30K-MVDC-WCLR</td>
<td>8' MOUNTING HEIGHT</td>
<td>0.950</td>
<td>14</td>
<td>11735</td>
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<tr>
<td>WLS-CLXM-LED-12L-SIL-5W-40-70CRI</td>
<td>20' MOUNTING HEIGHT</td>
<td>0.950</td>
<td>2</td>
<td>23667</td>
<td>3</td>
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Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions.

This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with illuminating conditions.

Please email Holly at holly@wlslighting.com for pricing.

WLS LIGHTING
BROOKLYN PARK, MN 55428-5586
800-633-8711
www.wls-lighting.com

DATE: 3/29/19

WIS-14703A SHEET 1 OF 1

PANERA BREAD
FORT WORTH, TX 76110

REVISIONS
Rev # Date BY:
1 4/17/19 J.P.
2 4/18/19 J.P.
CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

THIS PLAT OF SIX TEN CROSSINGS 2ND ADDITION WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF BROOKLYN PARK, MINNESOTA, AT A REGULAR MEETING HELD THIS
AND SAID PLAT IS IN COMPLIANCE WITH THE PROVISIONS OF MINNESOTA STATUTES, SECTION 505.03, SUBDIVISION 2.

CITY COUNCIL, CITY OF BROOKLYN PARK, MINNESOTA

BY

MAYOR MANAGER

RESIDENT AND REAL ESTATE SERVICES, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT TAXES PAYABLE IN 20___ AND PRIOR YEARS HAVE BEEN PAID FOR LAND DESCRIBED ON THIS PLAT, DATED THIS

MARK V. CHAPIN, COUNTY AUDITOR

BY

DEPUTY SURVEY DIVISION, HENNEPIN COUNTY, MINNESOTA

PURSUANT TO MINN. STAT. SEC. 383B.565 (1969) THIS PLAT HAS BEEN APPROVED THIS

CHRIS F. MAVIS, COUNTY SURVEYOR

BY

COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN PLAT OF _____________ RECORDED IN THIS OFFICE THIS

MARTIN McCORMICK, COUNTY RECORDER

BY

DEPUTY REGISTRAR OF TITLES, HENNEPIN COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN PLAT OF

MARTIN McCORMICK, REGISTRAR OF TITLES

BY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ARS PROPERTY ACQUISITIONS, LLC, AN OHIO LIMITED LIABILITY COMPANY, FEE OWNER OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA, TO WIT:

THAT PART OF OUTLOT E, EMBRACED WITHIN OXBOW COMMONS, IN SIX TEN CROSSINGS, HENNEPIN COUNTY, MINNESOTA.

OUTLOT E, SIX TEN CROSSINGS, EXCEPT THAT PART OF OUTLOT E, EMBRACED WITHIN OXBOW COMMONS, HENNEPIN COUNTY, MINNESOTA.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AT SIX TEN CROSSINGS 2ND ADDITION AND DOES HEREBY DEEDS TO THE PUBLIC FOR PUBLIC USE FOREVER EASEMENTS AS SHOWN ON THIS PLAT FOR DRAINAGE AND UTILITY PURPOSES AS SHOWN ON THIS PLAT.

THE REVOKED OF ARS PROPERTY ACQUISITIONS, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PROPER OFFICERS THIS

ARS PROPERTY ACQUISITIONS, LLC

BY

STATE OF MINNESOTA

COUNTY OF

CONSIDERED BEFORE ME THAT THE INSTRUMENT HEREIN CONCERNED WAS Duly SIGNED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM A DULY LICENSED LAND SURVEYOR IN THE STATE OF MINNESOTA, THAT THE PLAT OR PLATS OF EASEMENTS ShOWN ON THE REPEATED SHEET ARE FULLY IN ACCORDANCE WITH AND ADHERENCE TO THE SURVEY AND DESCRIPTIONS SHOWN ON THE PLAT THAT ALL MONUMENTS DEPICTED ON THE PLAT ARE SHOWN AND LABELED ON THIS PLAT AND ALL PUBLIC WAYS ARE SHOWN AND LABELED ON THIS PLAT.

DATED THIS

A.D.

PRESENCE OF

STATE OF MINNESOTA

COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

BY

NOTARY PUBLIC

COUNTY, MINNESOTA

My COMMISSION ExPIRES

I KNOWNLY AND LEGALLY CERTIFY THAT THIS INSTRUMENT WAS Duly SIGNED AS SHOWN OR UNDER MY DIRECT SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LEGAL DESCRIPTION SHOWN ON THE REPEATED SHEET THAT ALL MONUMENTS DEPICTED ON THE RECEIVER SHEET ARE CORRECTLY SHOWN AND LABELED ON THIS PLAT AND ALL PUBLIC WAYS ARE SHOWN AND LABELED ON THIS PLAT.

DATED THIS

A.D.

PRESENCE OF

STATE OF MINNESOTA

COUNTY OF

THIS INSTRUMENT WAS Duly SIGNED BEFORE ME ON THIS

BY

NOTARY PUBLIC

COUNTY, MINNESOTA

My COMMISSION ExPIRES

I KNOW, AS REQUIRED UNDER MINNESOTA STATUTES, SECTION 505.01, SUBD. 3, AS OF THE DATE OF THIS CERTIFICATE ALL WATER BOUNDARIES AND WET LANDS ARE SHOWN AND LABELED ON THIS PLAT AND ALL PUBLIC WAYS ARE SHOWN AND LABELED ON THIS PLAT.

DATED THIS

A.D.

PRESENCE OF

STATE OF MINNESOTA

COUNTY OF

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DATED THIS

A.D.

PRESENCE OF
# City of Brooklyn Park
## Request for Council Action

<table>
<thead>
<tr>
<th>Agenda Item:</th>
<th>6.2</th>
<th>Meeting Date:</th>
<th>May 28, 2019</th>
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<tbody>
<tr>
<td>Agenda Section:</td>
<td>Land Use Actions</td>
<td>Originating Department:</td>
<td>Community Development</td>
</tr>
<tr>
<td>Resolution:</td>
<td>X</td>
<td>Prepared By:</td>
<td>Todd A. Larson, Senior Planner</td>
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<tr>
<td>Ordinance:</td>
<td>N/A</td>
<td>Presented By:</td>
<td>Cindy Sherman, Planning Director</td>
</tr>
<tr>
<td>Attachments:</td>
<td>3</td>
<td>Item:</td>
<td>“Samara Circle” (Josh and John Ahlquist) – Final Plat to Subdivide 2.23 Acres into Five Single-Family Residential Lots at 7630 and 7646 Riverdale Drive</td>
</tr>
</tbody>
</table>

### City Manager’s Proposed Action:

MOTION ____________, SECOND ____________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019-____ APPROVING FINAL PLAT OF “SAMARA CIRCLE” SUBDIVIDING 2.23 ACRES INTO FIVE SINGLE FAMILY LOTS.

### Overview:

In April of 2018, the Ahlquist family received preliminary plat approval to subdivide two lots on Riverdale Drive into five lots. The existing homes will remain on new lots while adding a cul-de-sac to Brooklyn Park Drive in the rear of the properties for three lots for new single-family home construction. The Council approved a time extension on April 22, 2019, good for one year.

The proposed final plat is consistent with the preliminary plat approval.

### Budgetary/Fiscal Issues: N/A

### Alternatives to consider:

1. Approve the final plat as presented.
2. Deny the final plat based on certain findings.

### Attachments:

- 6.2A RESOLUTION
- 6.2B LOCATION MAP
- 6.2C FINAL PLAT
RESOLUTION #2019-

RESOLUTION APPROVING FINAL PLAT OF
“SAMARA CIRCLE”
SUBDIVIDING 2.23 ACRES INTO FIVE SINGLE FAMILY LOTS

Planning Commission File #18-104

WHEREAS, the plat of “Samara Circle” has been submitted in the manner required for platting of land under the Brooklyn Park City Codes and under Chapter 462 of the Minnesota Statutes and all proceedings have been duly had thereunder; and

WHEREAS, said plat is in all respects consistent with the City plan and the regulations and requirements of the laws of the State of Minnesota and codes of the City of Brooklyn Park, Chapters 151 and 152.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park, Final Plat Request #18-104 “Samara Circle” shall be approved subject to the following conditions:

a. Title review by the City Attorney and all conditions therein.
b. Easement review by the City Engineer and all conditions therein.
c. Per requirements set forth in Resolution #2018-69 or as subsequently amended by motion, approving the modified preliminary plat of “Samara Circle,” which is part of this resolution by reference and is on file and can be examined in the City Clerk's office.
d. Submission of a letter from the land surveyor or engineer indicating the square footage contained in each lot on the plat, per Section 151.043, Subdivision J, of the City Code.
e. Submission of a CAD copy of the plat.
f. Park dedication shall be satisfied with $4,600 on each of the three lots created for new development for a total of $13,800.

BE IT FURTHER RESOLVED that such execution of the certificate upon said plat by the Mayor and City Manager shall be conclusive showing of proper compliance therewith by the subdivider and City officials and shall entitle such plat to be placed on record forthwith without further formality, all in compliance with M.S.A. 462 and the Subdivision Code of the City.
City of Brooklyn Park
Request for Council Action

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<td>8</td>
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<td>Cindy Sherman, Planning Director</td>
</tr>
<tr>
<td>Item:</td>
<td>Leopold’s Mississippi Gardens – Variance #19-108 to Allow for Fence within the Mississippi River Critical Area Setbacks at 9500 West River Road N</td>
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City Manager’s Proposed Actions:

MOTION _____________, SECOND _____________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019- _____ APPROVING A VARIANCE TO CONSTRUCT A FENCE WITHIN THE MISSISSIPPI RIVER CRITICAL AREA AT 9500 WEST RIVER ROAD.

OR

MOTION _____________, SECOND _____________, TO WAIVE THE READING AND ADOPT RESOLUTION #2019- _____ DENYING A VARIANCE BASED ON FINDINGS TO CONSTRUCT A FENCE WITHIN THE MISSISSIPPI RIVER CRITICAL AREA AT 9500 WEST RIVER ROAD.

Planning Commission Recommendation:

At its meeting on May 8, 2019, the Planning Commission unanimously (0-8) voted to not recommend approval of the fence encouraging the neighbors to work out an alternative solution. The applicants are still pursuing approval of the fence variance and have revised the plans from a 7-foot fence to a standard 6-foot tall fence and increasing the setback from the Mississippi River from 30 feet to 50 feet based on feedback from the Commission. Staff is recommending approval with these modifications. Two resolutions are provided for the Council: one to approve the modified request and one to deny the request.

Overview:

The owners of Leopold’s Mississippi Gardens would like to install a fence along the southern property line. The property is located on the west bank of the Mississippi River. The property contains a high area by West River Road, a steep drop-off (“the bluff”), and a low flat area along the water’s edge. The low area hosts many outdoor weddings during the summer months. During some events, wedding guests have wandered too close to the neighboring residential property for the applicants’ comfort. They would like to install a fence to keep guests on the event property for safety and liability reasons as well as to be courteous to the neighbors.

Portions of the fence may be constructed without City action near West River Road and down in the flats outside of the bluff and river setbacks. A variance is required to build the portions of the fence down the bluff and closer to the Mississippi River.

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

1. Deny the variance as recommended by the Planning Commission.
2. Approve the variance as recommended by staff.
3. Approve the variance with modifications.
Attachments:

6.3A  RESOLUTION OF APPROVAL (staff recommendation)
6.3B  RESOLUTION OF DENIAL (Planning Commission recommendation)
6.3C  LOCATION MAP
6.3D  PLANNING AND ZONING INFORMATION
6.3E  LETTER FROM THE APPLICANT
6.3F  PHOTOS
6.3G  PLANNING COMMISSION MINUTES
6.3H  PLANS
RESOLUTION #2019-
RESOLUTION APPROVING A VARIANCE TO CONSTRUCT A FENCE
WITHIN THE MISSISSIPPI RIVER CRITICAL AREA
AT 9500 WEST RIVER ROAD
Planning Commission File #19-108

WHEREAS, Jamie and Jordan Leopold of Mississippi Gardens have submitted an application to vary the required setbacks in the Mississippi River Critical area along the south property line to construct a fence at 9500 West River Road North, legally described as:

Lot 1, Block 2, Mississippi Gardens, Hennepin County, Minnesota.

WHEREAS, the matter has been referred to the Planning Commission who have given their advice and recommendation to the City Council; and

WHEREAS, the Planning Commission did not recommend approval of the fence, but offered comments that the applicant considered and revised the plans accordingly; and

WHEREAS, the effect of the proposed use upon the health, safety and welfare of surrounding lands, existing and anticipated traffic conditions, and its effect on property in the neighborhood have been considered; and

WHEREAS, City Code Section 152.530 MISSISSIPPI RIVER CORRIDOR DEVELOPMENT STANDARDS require structures be placed at least 100 feet from the ordinary high water level of the Mississippi River and 40 feet from the edge of a bluff with slopes 12% or greater; and

WHEREAS, the State Department of Natural Resources does not regulate fences as structures; and

WHEREAS, the Review Standards, Practical Difficulties used in connection with the granting of a variance, means:

1) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance,
2) The plight of the landowner is due to circumstances unique to the property and not created by the landowner,
3) Granting of the variance will not alter the essential character of the area or neighborhood where the property is located,
4) Economic considerations alone do not constitute practical difficulties,
5) There is inadequate access to direct sunlight for a solar energy system

WHEREAS, the property owner can construct a fence on a portion of the lot; and

WHEREAS, the property contains the shoreland of the Mississippi River and steep slope and a fence is a reasonable use; and

WHEREAS, the proposed fence will be designed to maintain the character of the neighborhood as seen from West River Road North.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the applicant’s request for a variance from the required Mississippi River Critical Area setbacks as described in City Code Section 152.530(A)(1) along the south property are hereby waived to construct a fence, subject to the following conditions:

1. The variance is for a 6-foot tall fence constructed down the bluff where slopes exceed 12 percent.
2. The variance is also for a 6-foot tall fence constructed between 50 feet and 100 feet from the ordinary high water mark (OHW).
3. The fence must be designed in such a way that the panels can be removed easily in the event of flooding within the floodplain. The fence panels must be removed in the event of water rising above the OHW.
4. All other fence regulations in City Code still apply.

This variance must be recorded with the Hennepin County Recorder’s Office before the fence can be constructed. The fence must be in compliance with the conditions listed above and City Code in order to be valid. This approval expires on December 31, 2019, unless all conditions are met.
WHEREAS, Jamie and Jordan Leopold of Mississippi Gardens have submitted an application to vary the required setbacks in the Mississippi River Critical area along the south property line to construct a fence at 9500 West River Road North, legally described as:

*Lot 1, Block 2, Mississippi Gardens, Hennepin County, Minnesota.*

WHEREAS, the matter has been referred to the Planning Commission who have given their advice and recommendation to the City Council; and

WHEREAS, the Planning Commission voted zero in favor and eight opposed to recommending approval of the variance; and

WHEREAS, the Planning Commission listed the following reasons for not approving the fence:

A. The fence would block natural views of the Mississippi River and area vegetation for which the rules were intended to protect;
B. An alternative design such as a posts and chains would allow for less obstructed natural views while demarking the property line; and
C. Vegetation should be considered such as shrubs and trees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brooklyn Park that the applicant’s request for a variance from the required Mississippi River Critical Area setbacks as described in City Code Section 152.530(A)(1) along the south property is hereby denied for the above-listed reasons.
Variance #19-108  Mississippi Gardens
9500 West River Rd. N.
Mississippi River Critical Area Rules
Running a fence along the southern property line on most properties is permitted. On this property with the presence of the Mississippi River and the bluff, the following regulation applies (the “undeveloped” means that the proposed structure was not in place prior to the rules being adopted):

§ 152.530 MISSISSIPPI RIVER CORRIDOR DEVELOPMENT STANDARDS.
(A) Setbacks. Front, side and rear setbacks are determined by the underlying zoning district of the subject property, with the following requirements for bluff, slopes over 12% and ordinary high water level setbacks:
   (1) Undeveloped Properties.
      (a) Ordinary high water level. All buildings shall be placed at least 100 feet from the ordinary high water level of the Mississippi River.
      (b) Bluff. All buildings, decks or other appurtenances shall be set back 40 feet from the edge of a bluff with slopes 12% or greater.

The 100-feet and 40-feet rules prevent portions of the fence from being constructed. A hedge was considered but deemed undesired because the varying slope and the immaturity of the plants would make an inconsistent barrier. Additionally, the property contains floodplain that could kill the hedge in the spring when the water is up.

Since a portion of the fence is proposed to be in the floodplain, the panels must be constructed in such a way that they can be removed easily and quickly. Removal of the panels will let water flow and reduce the likelihood of floating debris from getting caught in the fence.

City staff consulted Minnesota Department of Natural Resources staff for conformance to floodplain and Critical Area standards. The DNR Critical Area rules were recently updated and fencing is no longer considered a structure. The City’s regulations, however, do consider fences a structure. It is anticipated that the City’s regulations will be reviewed at a Planning Commission work session later this summer. In the meantime, to allow the proposed fence will require a variance.
Fence Design
The applicants are proposing a 6-foot tall wood privacy fence from property line to property line. This height is allowed by City Code. At the Planning Commission meeting, the applicants proposed a 7-foot tall fence (the tallest that can be built without a building permit), but revised the plans to a typical 6-foot fence based on feedback from the Commission.

The applicant is proposing to construct the fence from the front property line, down the bluff and across much of the lower area of the property. The fence was previously proposed to stop 30 feet from the ordinary high water mark (OHW), but modified to 50 feet. This will help allow wildlife to pass along the river and keep views of the river, from both properties, open.

Toward the street, the fence will have a step-down design to meet City Code. Within the first 15 feet of the front property line, there is a 42-inch fence height limit for traffic visibility and aesthetic reasons. This portion of the applicants’ proposal meets City Code and no variance is required.

The finished side must be facing outward per City Code. This means posts and supports must be on the applicants’ side of the property line, unless a design is selected where the fence appears the same from both sides.

Practical Difficulties
State Law allows cities to vary from zoning regulations in the way of setbacks and other design rules, but not uses, for a good reason called a “practical difficulty.” Zoning laws try to apply equal rules across a zoning district, but land can have unique or special characteristics that the zoning laws cannot reasonably be applied. The variance process is to provide reasonable relief from those rules. The following criteria is from City Code with the applicant’s justification inserted:

§ 152.034 VARIANCE.
(A) Purpose. The purpose of a variance is to provide for deviations from the requirements of this chapter including restrictions placed on non-conformities. Variances shall only be permitted when they are in harmony with the general purposes and intent of this chapter and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the requirements of this chapter.

(B) Review Standards. PRACTICAL DIFFICULTIES, as used in connection with the granting of a variance, means:

(1) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

Other residential and business properties have the ability to construct a fence along their side property lines, if it were not for the river and bluff setbacks. Along the western end of the fence, the 15-foot full-height setback is intended to provide good aesthetics along the front of a house, rather than only along the side property line.

(2) The plight of the landowner is due to circumstances unique to the property and not created by the landowner.

The river and bluff are natural features not created by the landowner.

(3) Granting of the variance will not alter the essential character of the area or neighborhood where the property is located.
Having the step-down design along West River Road will appear to be a typical fence design from most neighbors. Likewise, ending the fence 50 feet from the river will allow wildlife to pass.

(4) Economic considerations alone do not constitute practical difficulties.

Not applicable.

(5) There is inadequate access to direct sunlight for a solar energy system.

Not Applicable.

(C) Procedure. The procedures for application and public hearing of a variance request is described in § 152.031.

(D) Conditions. The Board of Appeals and Adjustments or the City Council may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance. No building permit may be issued except in compliance with the conditions of the variance.
Variance to the Zoning Code by Mississippi Gardens

152.530 MISSISSIPPI RIVER CORRIDOR DEVELOPMENT STANDARDS.
(A) Setbacks. Front, side and rear setbacks are determined by the underlying zoning district of the subject property, with the following requirements for bluff, slopes over 12% and ordinary high water level setbacks:
(1) Undeveloped Properties.
   (a) Ordinary high water level. All buildings shall be placed at least 100 feet from the ordinary high water level of the Mississippi River.
   (b) Bluff. All buildings, decks or other appurtenances shall be set back 40 feet from the edge of a bluff with slopes 12% or greater.

1. We first submitted a variance proposal a few weeks ago. We were asking for approval of an 8.5ft tall cedar privacy fence that extended a distance from the street property line, to the OHW of the river, total of approximately 300ft. Two weeks ago we chose to revise the proposal for Planning Commission due to concern for wildlife and construction recommendations. Revised proposal called for a 7ft tall cedar privacy fence extending a distance from the street property line to 30ft back from the OHW of the river, totaling approximately 270ft. Today we are seeking variance approval for a newly revised 6ft tall cedar privacy fence extending a distance from the street property line, to 50ft from the OHW of the river, totaling approximately 250ft. We are seeking variance approval due to growing liability concerns between the commercial and residential property line at 9500 and 9432 West River Road. Portions of this proposed fence span does not need city approval. We are seeking variance approval for the portions spanning the bluff/slope and the area in river setback/flood area (river flats). Please refer to provided images. DNR approval for fence in river flats has been granted with suggested removal fence panels. Proposed 50ft OHW mark setback for fence allows wildlife to move about freely and keeps the fence clear from most flood conditions. This past spring with record flood levels, our proposed fence would not have been compromised by river water.

2. The proposed placement of the fence will not alter the grounds from its natural state. The original 9500 residential property (Sorenson, now removed) was embanked in the bluff north of where proposed fence is desired. It is currently up kept as property green space. Planting vegetation has been suggested and from experience on the property, any thing near the property line is very difficult to keep alive throughout the winter seasons and lack of sunlight available in summers. Thick tree canopies limit the rate and success of vegetation growth.

3. Our property gives our clients the unique ability to be up close and personal with our community’s beautiful and sacred National Park. Since opening business operations in 2015 the property’s river flats are a highly desired location for marriage ceremonies. Executed properly, the proposed fence would help with client experience and also give the property a physical border. This would help reduce growing liability concerns for both parties.

4. Consideration for our request would be greatly appreciated. Our business, property, clients, and neighborhood would greatly benefit from your approval.

Thank you,

Jordan & Jamie Leopold
Images of the proposed fence from the applicant.
Photo 1. Looking south at the bluff (04-23-2019).

Photo 2. From below looking up the bluff. The fence will go to the left of the shed (04-23-2019).
Photo 3. From the top looking down. The fence would go between the two sheds (04-23-2019).
1. CALL TO ORDER
The meeting was called to order at 7:00 PM.

2. ROLL CALL/PLEDGE OF ALLEGIANCE
Those present were: Commissioners Herbers, Husain, Kiekow, Kisch, Mersereau, Mohamed, Morton-Spears, Vosberg; Senior City Planner Larson; Planning Director Sherman; Council Member Liaison West-Hafner.

Those not present were: Commissioner Hanson.

1. PUBLIC HEARING
B. Leopold’s Mississippi Gardens – Variance #19-108 to allow for fence within the Mississippi River Critical Area setbacks at 9500 West River Rd. N.

Senior Planner Larson introduced the request to construct a typical 7-feet tall wood privacy fence. He stated the fence itself is not out of the ordinary as most homeowners or businesses in town could construct such a fence without a permit. In this case, Mississippi Gardens, a wedding event center, is located on the Mississippi River and has a bluff from West River Road down to the flats near the river. He explained that properties along the river have an extra set of regulations. One regulation is that no structures can be constructed within 100 feet of the high-water mark. He stated the high-water mark is basically where the gravel and sand of the river meets the grass and vegetation of the upland. He stated the other regulation is that nothing can be built within 40 feet of the top or bottom of a slope that exceeds 12 percent. He pointed out the property line that runs through a tree line between two sheds. He pointed out that the portion of the property that flattens out is down in a flood plain, which has addition requirements, although the area doesn’t get a lot of flooding. He explained the applicant proposes building a fence that is 30 feet from the water, and up the slope as close to the street as allowable. He explained the concept of the clear-view triangle that applies to the front yard to address visibility concerns. He stated one would measure 30 feet along the edge of the driveway and the edge of the curb, and anything within the resulting triangle must not exceed 42 inches. He said the other component of fence regulations for the front yard is that the fence cannot exceed 42 inches within the first 15 feet of the property line. He stated that the clear-view triangle impacts about 5 feet of the fence, and then there is another 10 feet before the fence can be taller than 42 inches. He explained that fences are generally allowed in the flood plain, but the DNR has a rule that the fence needs to be easily disassembled. He explained the idea is that the posts would stay in the ground, but the panels should pop off to avoid impacting the flow or collecting debris. Staff recommends approval.

Jordan Leopold, 9500 West River Road, co-owns Leopold’s Mississippi Garden with his wife Jaime. He stated his property is unique in the City as it is the only commercial property along the Mississippi River that borders a residential property. He asked the variance to be approved for liability concerns. He provided an example that upcoming prom photos will result in over 200 people being on the property, and they don’t want their guests to wander into the neighboring property which brides have done in the past. He said their property currently consists of about 3 acres, they accumulated an additional property that used to be a house which has sense been removed. They thought this purchase would be a good buffer. He explained that as of 2017 they have new neighbors, and this fence is needed for liability purposes as well as to separate the properties.

Commissioner Vice-Chair Kisch opened the public hearing.

Krissy Munholland, 9432 West River Road, stated her opposition of the proposed fence. She stated they have lived at this neighboring property since 2016 after living in the city their whole lives. She stated their house is their utopia with panoramic views of the Mississippi River, and they are saddened that their backyard view will be obstructed by a 7-foot fence. She said her husband and next-door neighbor will also speak to additional concerns.
Chris Munholland, 9432 West River Road, agreed that the property and area are unique as all the houses are built on a bluff. He described the scenic views of the river as spectacular. He stated that south of their property there are no fences which create a unique wildlife habitat. He included that the water level is currently very high as he has a cottonwood that is under 6 feet of water. He asked who will monitor the removal of the fence to allow for wildlife to move up the area when there is high water. He added that it is difficult to build a nice-looking fence when there is a steep grade. He believed that the images provided to the Planning Commission were not representative of how the fence would look since the property is not flat. He stated his concern that the fence would deter other’s enjoyment of the views when they are using the walking path or driving down the scenic road. He stated that it is a national wildlife area it needs to be considered that the wildlife should be able to access the area and easily go back and forth. He understands the businessowner wants to maintain their property for when it is in use for temporary events, but they would be subject to the view of the fence permanently. He stated his disappointment especially since he plans to retire in this house that was designed specifically to view the river. He stated his belief this would set a precedent for the rest of the residents to construct such a fence. He stated his belief that such a fence would not enhance a kayaker’s experience. He said he thoroughly opposes the variance.

Krissy Munholland, 9432 West River Road, once more approached the podium with an interest to address the liability concerns of the businessowner. She offered to put up a decorative chain-link fence along their property line that says “private” in hopes of preventing guests from wandering on to their property. She said they would be willing to work with the businessowner on something like that.

Carrie Oslund, 9418 West River Road, said she is speaking on her behalf as well as the homeowner’s behalf Charlie Knudsen. She stated that Leopold’s Mississippi Gardens is the kind of business one wants to have in their neighborhood. She agreed that the property is unique in that it is right next to a residential area, the landscaping is immaculate, and the guests and staff are respectful. She stated in general she has no disagreement with the Leopold’s as they have always been kind, respectful, and polite in their interactions with her. She stated her opposition to the fence as she fears it will alter the character of the neighborhood. She spoke for the neighborhood stating they moved to the area because of the meditative, panoramic view of the river. She stated this fence will not only block the view but set a precedent for others to set up more fences. She said both her and Charlie don’t want to see fences this close to the river in their view. She said right now the area is full of nature and trees, and she hopes the Commission will not allow that to be altered.

Seeing no one approach the podium, Commissioner Vice-Chair Kisch closed the public hearing.

Commissioner Mohamed stated that Leopold’s is a valued business, but he will not be in support of a fence variance since the neighbors are being supportive to work out another solution. He agrees there is an essence with freedom to move around in that area. He doesn’t believe that fences make people feel secure. He pointed to the many stipulations unique to the area in regard to having a fence due to the floodplains. He confirmed he agrees with the view points of the neighbors. He stated that a vegetative barrier would be more appropriate.

Commissioner Kiekow stated initially he was in support of the variance thinking that the neighbors were in support of the fence, but his mind has changed after hearing that the neighbors are not in favor of the variance. He stated his belief that a fence that obstructs the view wouldn’t benefit the neighborhood. He said there are other ways to keep guests from wandering off the property such as a decorative chain-link fence. He stated he doesn’t support the proposal at this time.

Commissioner Vosberg stated she is in agreement with the other commissioners and is not in favor of granting the variance for a permanent fence. She believes there are other ways to create a separation that addresses the concern of guests wandering into someone else’s property. She suggested decorative landscaping and gentle directions. She agreed this would set a precedent for other neighbors which goes against the characteristics of the Mississippi River area, not only the view but the ability for it to be seen and used by everyone on the water.
Commissioner Morton-Spears stated her concern that the privacy fence seems so tall. She reiterated that other options should be considered to address the safety and liability concerns. She compared the fence to the Berlin Wall in that it would push people away instead of bringing them in. She agreed with the residents that the beauty of the area should be retained and encouraged the neighborhood to reach a compromise. She stated she will oppose the variance.

Commissioner Husain asked if alternatives such as bushes and chain-link fences had been discussed.

Jordon Leopold explained that the liability concerns are not just about people wandering, but the neighbors also purchased a dog over the winter. He said the dog is a 90-pound labradoodle. He explained it poses a potential liability problem for the dog to wander on to their property while unleashed and engage with the guests. He clarified that they are not asking for the fence to go all the way to the water, and the water and animals will be able to get around the proposed fence. He said they plan to use removable panels as suggested. He said the reason they are asking for a 7-foot fence is because they have to consider the backdrop for photos, and taller people will look weird in pictures in front of a 6-foot fence. He stated they could consider vegetation. However, the odds are slim that such vegetation will survive the winters, and it takes time for the vegetation to grow back in to create a barrier. He stated that the other homeowners sit on a bluff just like their property, so their views of the river will not be impacted.

Jamie Leopold, the applicant, stated it only takes one bad review of a bride being jumped on by a dog to destroy their business reputation. She stated guests already comment on the nearby property in terms of the color of their house, the shed, and the vehicles parked outside. She explained the fence would be a solution to keep everything peaceful.

Jordon Leopold admitted the dog could possibly run around this fence as well.

Jamie Leopold stated they did talk to their neighbors about an invisible fence, but the neighbors felt that was inhumane. She said it would be different if it was an entirely residential area, but this is a different set-up. Jordon Leopold said when brides and grooms bring animals on to their property for pictures they make them sign pet waivers, and they must remain on leashes. He stated that there is a concern in the about how one dog would react to the other as it is unpredictable. He said they also want their neighbors to be able to enjoy their lawn when they are sitting out in the backyard, he doesn't want them to feel they need to disappear into their house to respect the brides and grooms. He stated that the privacy fence would allow the neighbors privacy as well as it would block the visual element. He added they are free to do what they want anyways, but they are asked to be courteous and try not make any interruptions.

Jamie Leopold stated the neighbors have been really good about that in making sure they aren’t doing anything like sawing wood, taking down trees, or mowing their lawn in the middle of an ongoing ceremony. She said they had a similar relationship with the previous owners. She said the problem arises when someone doesn't agree on everything, what happens when someone decides to start a lawn mower out of spite. She said while it might be one wedding for the business, it is someone else’s major life event. She said the goal of the fence is to remediate any problems as it would be something determined that doesn't need to be discussed every time. She reiterated this would allow the homeowners to have more personal freedoms, such as having a bon fire, on their property without it interfering with the business.

Commissioner Mersereau asked the resident how they control the dog in their backyard now.

Krissy Munholland stated that the public hearing notice arrived before the Leopold’s were aware they had a dog. She stated their dog is a poodle that is 10-weeks old. She stated that the dog stays on a rope in their yard. She accused the Leopolds of speaking falsely. She said it won't be a 90-pound dog because it is a poodle which usually get to be about 60 pounds.

Chris Munholland said they never spoke to anyone about an invisible fence.
Krissy Munholland agreed they never spoke about an invisible fence. She said they only found about the dog after she spoke with them about receiving the public hearing notice.

Chris Munholland assured they will take care of the dog as all residents should.

Krissy Munholland said the dog will always be hooked by the rope on the upper level, she doesn’t even know if the dog will ever be down on the lower level due to the vegetation and burrs. If he were ever to be on the lower level, he would be on a leash.

Commissioner Kiekow said he is trying to understand the main reason the applicants want to put up a fence. He asked if it was the dog or if they are trying to control customers.

Commissioner Vice-Chair Kisch asked that any further back-and-forth be prevented by keeping the conversation up with the Commission going forward. He stated his belief that enough information or a lack of consistency in information has been established, and the Commission will most likely receive two different answers. He explained the public comment period is closed, so the conversation needs to remain with the Commission.

Commissioner Kiekow wants to make a basis of a compromise to make both parties relatively happy to prevent a neighborhood war.

Commissioner Herbers pointed to the practical difficulties. He stated he is struggling to get through all of the requirements to grant a variance on the fence. He said that yes, it is true that other businesses in residential areas are able to construct a fence on their side of the property line. However, since the property is on a river bluff there are special setbacks that are in place for the intent of never allowing a fence in the critical area. He stated that he doesn’t think the variance should be allowed because the business did not anticipate and plan for liability concerns. He argued that the business is obviously there because of the river bluff, and now they are proposing to take the landscaping away from the area. He agrees that the river and bluff are natural features not created by the landowner, but again they chose their location because of those features which they are now potentially asking to take away from other parties. He understood their liability concerns, but he thinks those concerns run both ways as the neighbors would also be concerned if their dog exhibited unruly behavior. He pointed out that it is easy to say that variances don’t set a precedent because they are considered on a case-by-case basis, but in this case if this fence were to be allowed on the river bluff, the Commission will have a hard time telling homeowners it is not allowed for them because the merits are different. He explained the merits to him seem like a stop of wildlife or inhibit site lines of the neighbors because they don’t like the cars parked in their driveway or the color of the house. He doesn’t feel that the merits presented are a good enough reason to allow the fence variance.

Commissioner Vice-Chair Kisch explained that regardless of the recommendation, the proposal will still go to City Council for the final vote. He strongly encouraged both properties to meet between now and the City Council reading to work out a compromise to present to the City. He stated his agreement with other commissioners that the solid fence will be visually imposing. He contemplated that other types of fences that could achieve the same goals of a barrier for separation. He offered less imposing options such as natural vegetation or a black rod iron fence with spacing in between that would allow some visual transparency. He agreed that the merits outlined in the application don’t seem to be providing the entire picture as to why this fence is wanted. He questioned the need to go all the way to the front property line within the CVT area. He pointed out that the aerial shot presented appears to have the fence extend past the front property line. He clarified he is not in favor of the Commission recommending nor the City Council approving a fence that goes off the property line. He conceded it could be a mapping error.

Senior Planner Larson explained there is a survey issue with all the properties along the Mississippi River as the property line extends all the way to the water, but it looks like the property line is 50 feet from the water. He clarified the visual is a survey line, not the property line.

Commissioner Vice-Chair Kisch asked his last comment be disregarded.
MOTION MOHAMED, SECOND MERSEREAU TO RECOMMEND APPROVAL OF A VARIANCE TO CONSTRUCT A FENCE WITHIN THE MISSISSIPPI RIVER CRITICAL AREA AT 9500 WEST RIVER ROAD, SUBJECT TO CONDITIONS IN THE DRAFT RESOLUTION.

Commissioner Vice-Chair Kisch clarified that the motion it to approve the variance.

Commissioner Mohamed confirmed an affirmative motion is how the City Attorney trained the Commission to conduct business. He said anyone not in agreement should vote nay.

MOTION FAILED 0-8.
Mississippi Gardens

Fence ends 50 feet from OHW
Requested 6’ tall
Approximately 270 feet
Required CVT 3.5’ tall
Approximately 5 feet
30’ CVT
Front property line
Mississippi River
West River Rd
Mississippi Gardens
9432

Portions that need a variance
150’ from OHW
100’ from OHW
34.5’ from ROW
Approximate edge of regulatory floodplain (823’)
Approx. 165’ from OHW
Floodplain Area where panels must be removable

Variance #19-108  Mississippi Gardens  FENCE
9500 West River Rd. N.
PERMITTED
APPROX. 15 FT
APPROX.
115.5 FT
TOTAL: APPROX. 34 FT
APPROX. 115.5 FT

VARIANCE

BLUFF SLOPE TOTAL APPROXIMATELY 115.5 FT
VARIANCE WITH REMOVAL PANELS APPROX. 30 FT
PERMITTED WITH REMOVAL PANELS APPROX. 50 FT
VARIANCE WITH REMOVAL PANELS APPROX. 36 FEET
RIVER FLATS TOTAL 116 FT
City Manager’s Proposed Action:

MOTION _____________, SECOND _____________, TO WAIVE THE READING AND ADOPT ON SECOND READING ORDINANCE #2019-____ REZONING CERTAIN PROPERTY AROUND TRANSIT STATION AREAS LOCATED AT: 1.) 63RD AVENUE AND BOTTINEAU BOULEVARD, 2.) BROOKLYN BOULEVARD AND WEST BROADWAY, 3.) 85TH AVENUE AND WEST BROADWAY, 4.) 93RD AVENUE AND WEST BROADWAY, AND 5.) OAK GROVE AND WEST BROADWAY TO TRANSIT ORIENTED DEVELOPMENT DISTRICTS.

Overview:

On June 25, 2018 and July 9, 2018, the City Council considered the first and second reading of Ordinance #2018-1231 to change the zoning code to add several Transit Oriented Development (TOD) zoning districts to the city code. The districts relate to the five station areas of the METRO Light Rail Transit (LRT) Blue Line.

The maps depicting the areas of the City that were being rezoned to one of the TOD zoning districts were included in the staff reports provided to the City Council for the June 25 and July 9 meetings. In addition, the mailed and published public hearing notifications advised the affected property owners that the City Council would be considering rezoning their property to one of the new TOD districts. The text of the adopted ordinance, however, did not include a reference to the specific parcels affected by the new code language.

This action is to specifically implement the various TOD districts on the parcels as originally mapped.

Budgetary/Fiscal Issues: N/A

Alternatives to consider:

1. Approve the Ordinance as presented.
2. Approve the Ordinance with modifications.

Attachment:

6.4A ORDINANCE
ORDINANCE REZONING CERTAIN PROPERTY AROUND TRANSIT STATION AREAS LOCATED AT:
1.) 63\textsuperscript{rd} AVENUE AND BOTTINEAU BOULEVARD, 2.) BROOKLYN BOULEVARD AND WEST BROADWAY, 
3.) 85\textsuperscript{th} AVENUE AND WEST BROADWAY, 4.) 93\textsuperscript{rd} AVENUE AND WEST BROADWAY, AND 
5.) OAK GROVE AND WEST BROADWAY TO TRANSIT ORIENTED DEVELOPMENT DISTRICTS

WHEREAS, the City of Brooklyn Park adopted Ordinance #2018-1231 on July 9, 2018 establishing 
Transit Oriented Development (TOD) zoning as codified in section §152.601 et seq of City Code; and

WHEREAS, in adopting Ordinance #2018-1231, the City Council understood that it would simultaneously 
be rezoning the properties identified in the maps that accompanied the Ordinance; and

WHEREAS, the owners of the properties that were proposed to be rezoned to one of the TOD zoning 
districts were properly noticed of the City’s proposed amendments; and

WHEREAS, the maps identifying the properties subject to the TOD rezoning were inadvertently not 
expressly incorporated into Ordinance #2018-1231; and

WHEREAS, after the adoption of Ordinance #2018-1231, the City’s official zoning map was changed to 
reflect the new zoning on the affected properties; and

WHEREAS, the City Council now desires to memorialize the changes to the City's official zoning map 
reflecting the TOD zoning changes to the affected properties as identified on the attached Exhibits 1-6; and

WHEREAS, nothing in this Ordinance is intended to supersede the Planned Development (PD) Overlay 
regulations adopted by Ordinances #2014-1178, #2014-1179, and #2016-1210 and the regulations contained in 
those ordinances continue to apply to any of the parcels affected by this Ordinance.

NOW, THEREFORE, THE CITY OF BROOKLYN PARK ORDAINS that the land within the 63\textsuperscript{rd} Avenue 
and Bottineau Boulevard Transit Station Area that is depicted on Exhibit 1 with the “TOD-C.T” designation is 
rezoned to Transit Oriented Development Center Transition District (“TOD-C.T”).

BE IT FURTHER ORDAINED that the land within the 63\textsuperscript{rd} Avenue and Bottineau Boulevard Transit 
Station Area that is depicted on Exhibit 1 with the “TOD-C” designation is rezoned to Transit Oriented 
Development Center District (“TOD-C”).

BE IT FURTHER ORDAINED that the land within the Brooklyn Boulevard and West Broadway Transit 
Station Area that is depicted on Exhibit 2 with the “TOD-CT” designation is rezoned to Transit Oriented 
Development Center Transition District (“TOD-CT”).

BE IT FURTHER ORDAINED that the land within the Brooklyn Boulevard and West Broadway Transit 
Station Area that is depicted on Exhibit 2 with the “TOD-C” designation is rezoned to Transit Oriented 
Development Center District (“TOD-C”).

BE IT FURTHER ORDAINED that the land within the 85\textsuperscript{th} Avenue and West Broadway Transit Station 
Area that is depicted on Exhibit 3 with the “TOD-C” designation is rezoned to Transit Oriented Development 
Center District (“TOD-C”).

BE IT FURTHER ORDAINED that the land within the 93\textsuperscript{rd} Avenue and West Broadway Transit Station 
Area that is depicted on Exhibit 4 with the “TOD-E.T” designation is rezoned to Transit Oriented Development 
Employment Transition District (“TOD-E.T”).
BE IT FURTHER ORDAINED that the land within the 93rd Avenue and West Broadway Transit Station Area that is depicted on Exhibit 4 with the “TOD-E” designation is rezoned to Transit Oriented Employment District (“TOD-E”).

BE IT FURTHER ORDAINED that the land within the Oak Grove Parkway and West Broadway Transit Station Area that is depicted on Exhibit 5 with the “TOD-G” designation is rezoned to Transit Oriented Greenfield District (“TOD-G”).

BE IT FURTHER ORDAINED that Exhibit 6 to this Ordinance reflects the new TOD zoning classifications by P.I.D. numbers for the affected parcels.
From R3 to TOD-C.T
3211921430018
3211921430019
3211921430020
3211921430021

From R4 to TOD-C
2911921120039
2911921120044
2911921120047
2911921120049
2911921120054
2911921120055
2911921120056
2911921120057
2911921120058
2911921120059

From R5 to TOD-C
29119211210105

From R5 to TOD-C.T
2011921320012
3211921340022

From R6 to TOD-C
3211921420054

From R6 to TOD-C.T
3211921430015

From R7 to TOD-C.T
3211921430030

From B1 to TOD-C
2011921430092
2011921430093
2011921430094
2011921430095
2011921430096
2011921430099
2011921430100
2011921430101
2011921430102
2011921430103
2911921120004
2911921120005
2911921120006
2911921120106
From B1 to TOD-E
1711921210081

From B2 to TOD-C
20119212200096
20119212300003
20119212300004
20119212300005
20119212300006
2011921240075
2011921240076
2011921240077
2011921240078
2011921240079
2011921240080
2911921210007

From B2 to TOD-C.T
2011921320013

From B3 to TOD-C
20119212300007
2011921230011
2011921230012
2911921220010
2911921220011
2911921220012
2911921220020
2911921220021
2911921220022
2911921220023
2911921220024
2911921220025
2911921220026
2911921220028
2911921220029
2911921230001
2911921230002
2911921230003
2911921230004
2911921230005
2911921230006
2911921230007
2911921230008
2911921230009
2911921230010
2911921230017
2911921230018
3011921110007
3011921110009
3211921420002
3211921420003
3211921420006
3211921420007
3211921420053
3211921430001
3211921430002
3211921430003
3211921430007
3211921430025
3211921430026
3211921430027
3211921430028

From B3 to TOD-C.T
3211921430029
3211921440077

From B4 to TOD-C
2911921210096
2911921210108
2911921210109
2911921210110

From BP to TOD-C.T
3211921240021
3211921240024

From BP to TOD-E
1711921220010

From BP to TOD-E.T
1711921220008
1711921220012
1711921230006
1911921220009

From BP/HO to TOD-E
0811921330012
0811921330014
0811921330020
0811921330021
0811921330023
0811921330024

From BP/HO to TOD-E.T
0711921440008
0811921330019
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EXHIBIT 6
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From PI to TOD-C.T
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From PUD to TOD-G
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**Split Parcels**

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From R6 to R6 and TOD-C
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From BP/HO to TOD-E and TOD-E.T
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From BP/PD to TOD-E and TOD-E.T
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City of Brooklyn Park
Request for Council Action

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<td>T. John Cunningham, Fire Chief</td>
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City Manager’s Proposed Action:

Provide feedback and direction to staff.

Overview:

In 2018, the City engaged Fitch and Associates to facilitate the development of a strategic plan for the Brooklyn Park Fire Department. This process included an in-depth data analysis, meetings with department and city leadership, and a two-day facilitated strategic planning work-session. Community stakeholders were involved throughout the process and assisted with the development of the strategic plan.

At the conclusion of the two-day strategic planning event, the consultant provided a high-level overview to the City Council on March 25, 2019. The consultant and department leadership have since been working on finalizing the draft strategic plan. Staff then began work on creating a short and long-range operational plan that aligns with the outcomes and objectives identified in the strategic plan.

Chief Cunningham will present an overview of the strategic plan and an 18-month operational plan.

Budgetary/Fiscal Issues:

The operational plan will be able to be implemented with existing financial resources; the Council will be provided options to consider.

Attachments:

8.1A  FIRE DEPARTMENT STRATEGIC PLAN
8.1B  MARCH 25, 2019 PRESENTATION TO THE CITY COUNCIL
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EXECUTIVE SUMMARY

Fitch & Associates, LLC were contracted by the Brooklyn Park Fire Department to provide a facilitated strategic planning process. On March 22 & 23, 2019 a thirty-two-member group of internal and external stakeholders completed a strategic visioning process. The process included a review of the value of strategic planning; a review of the community stakeholders’ perception of Brooklyn Park Fire Department before and after the facilitated process; an analysis of the agency’s strengths, weaknesses, opportunities and challenges; an introduction to the Commission on Fire Accreditation International fire agency accreditation process; plus, a review of the agency’s desired strategic planning statements for final inclusion into a strategic plan. At the conclusion of the process, the stakeholders derived three key themes:

1. How do we continue to improve on saving lives during emergency events?
2. How do we meet the increasing service demands over the coming years?
3. How do we better market our services and demonstrate our value to our community?

From these key themes, members of the agency’s command staff developed a list of 9 strategic objectives, 21 outcome measurements and 31 supporting goals to prepare the Brooklyn Park Fire Department to meet the needs and expectations of their community and remain a “value-added” organization into the future.
PURPOSE OF STRATEGIC PLANNING

Strategic planning is an intentional process by which an agency or organization surveys the industry trends: the customer’s needs and wants; the current and future available resources; and the current and future capabilities of the agency to determine performance gaps. Once these gaps are identified, the agency can then determine organizational goals and critical tasks necessary to close or eliminate the performance gaps. At the completion of the process, the agency will possess a planning document that helps better focus organizational resources towards measurable outcomes versus possible inefficient or counterproductive activities. The process of strategic planning also provides additional value when a broad array of stakeholders is used to develop consensus on organizational performance gaps and the potential solutions. The effectiveness of the team is enhanced through the power of shared vision and goals.

“From outside the fire service looking in, you can never really understand it. From inside the fire service looking out, you can never really explain it” – Unknown
METHODOLOGY
A team of thirty-two members of the Brooklyn Park Fire Department and external stakeholders from the community it serves met for a two-day process facilitated by a senior consultant from Fitch & Associates, LLC. The thirty-two-member group consisted of representatives from all ranks and positions within the organization including command officers, ranking firefighters, various support personnel; plus, other city department representatives and various community leaders. The stakeholders were tasked with providing input and feedback throughout the planning process as advocates from the sub-groups they were asked to represent.

The process included a review of the value of strategic planning; a review of the community stakeholders’ perception of Brooklyn Park Fire Department before and after the facilitated process; an analysis of the agency’s strengths, weaknesses, opportunities, and challenges; an introduction to the Commission on Fire Accreditation International fire agency accreditation process; plus, a review of the agency’s desired strategic planning statements for final inclusion into a strategic plan. At the conclusion of the process, the stakeholders derived three key themes:

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A draft of the proposed strategic plan was provided to the agency to review for errors prior to publishing. The final “deliverables” included an internal progress tracking spreadsheet.
GOVERNANCE

The residents of the City of Brooklyn Park elect a Mayor and six Council Members. All voters elect the Mayor at-large. Voters from each district elect two Council Members from the west district, two from the central district and two from the east district.

The Mayor and Council appoint a City Manager who serves as the chief administrative officer of the City. The City Manager supervises, directs, and coordinates the various departments throughout the City. The City Manager prepares the budget for the Council’s consideration and makes reports and recommendations to the City Council. The City Manager, an at-will position appointed by the Council, has the authority to hire city staff. The Fire Chief is appointed by the City Manager, subject to approval by the City Council.
FIRE DEPARTMENT HISTORY AND OVERVIEW

George Lorsung is credited with being the founder of the fire department. George began to discuss the concept of a new fire department in 1956. The first organizational meeting took place at the Old City Hall, located at Osseo Road and County Road 14 (Zane Ave). During the organizational meeting, Orris Aldrich was elected Fire Chief. Of the nearly 140 people who turned out for the meeting, Orris was the only one with previous firefighting experience. The Brooklyn Park Fire Department was officially chartered in April 1957 and, with donations received during the organizational meeting, they purchased a 1949 GMC truck previously used by Standard Oil as a tanker for $200.

Over the next several months the members hosted a variety of fundraising events to fund equipment and, in early 1958, placed the tanker in service as “Number 1.” Later that same year “Number 2,” a four-wheel-drive Jeep with 140-gallon water tank and 100 feet of hose, fondly called “Little Squirt,” was added to the fleet.

The total 1958 fiscal year budget for the fire department was $8,500. It would be later that year that the community approved a $100,000 investment in the department; it’s first of many public safety bonds. With that investment the department began to address fire stations, essential equipment and additional apparatus.

Hundreds of firefighters, family members and community volunteers have helped to create the department we have today. These brave men and women, who did so much with so little, forged a path for today’s modern firefighting force.

Today the Brooklyn Park Fire Department is an innovative and diverse organization with 26 full-time and 21 paid-on-call firefighter/EMTs. We currently operate from 4 fire stations, 3 of which are staffed 24 hours a day, 7 days a week. All of our firefighters are state certified and are also registered emergency medical technicians. The department responds to more than 9,000 calls for service each year.

From those humble beginnings the department has flourished over the past sixty-plus years. Although the fire service of today is ever changing, our purpose remains the same as it has forever; to save lives and protect property.
## STRATEGIC PLANNING STAKEHOLDERS

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<td>Nate Berg</td>
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<td>Sarah Dettmann</td>
<td>Dayna Baken</td>
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<td>Kristy Dirks</td>
<td>Mike Christian</td>
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<td>Randy Gerold</td>
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<td>Marco Harroun</td>
<td>Nick Greco</td>
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<td>Sheila Itgehete</td>
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<td>Mark Nolan</td>
<td>Greg Jurek</td>
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<td>Claude Roleff</td>
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<td>Scott Simmons</td>
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<td>Bryan Sullivan</td>
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<td>Dan Smith</td>
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<td></td>
<td>Jeff St. Martin</td>
</tr>
<tr>
<td></td>
<td>Joe Tiedeman</td>
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“A society grows great when old men plant trees whose shade they know they shall never sit in” – Greek Proverb
FACILITIES

Station 1 (East), 1707 85th Avenue North, Brooklyn Park, MN 55444

Fire Station 2 (Central)/Headquarters, 5700 85th Avenue North, Brooklyn Park, MN 55443
Station 3 (West), 7301 West Broadway, Brooklyn Park, MN 55428

Station 4 (North), 9700 Regent Avenue North, Brooklyn Park, MN 55443
SERVICE AREA
## AGENCY VISION, MISSION, VALUES

### VISION STATEMENT

1. **A united and welcoming community, strengthened by our diversity.**
   
   **What it looks like:**
   
   A. We have connected neighbors who understand and celebrate our unique cultures.
   
   B. Brooklyn Park is unified with a strong positive identity and image.
   
   C. Our community’s activities, events and services are inclusive, multi-cultural, and accessible.
   
   D. We have community places and spaces for diverse (age, race, culture) communities to gather.
   
   E. Residents of every age contribute to our community.

2. **Beautiful spaces and quality infrastructure make Brooklyn Park a unique destination.**
   
   A. Modern transportation options (drive, ride, walk, bike) connect people to education, jobs, and recreation.
   
   B. Quality recreation & park amenities inspire activity for all ages and interests.
   
   C. Our rich diversity is showcased through our vibrant music, arts, food, entertainment and cultural scene.
   
   D. Attractive key corridors, corners, and city centers create destinations that meet community needs.
   
   E. Neighborhoods are well-maintained with quality housing for all ages and incomes are integrated throughout the community.

3. **A balanced economic environment that empowers businesses and people to thrive.**
   
   A. People of all ages and backgrounds enjoy financial stability.
   
   B. Residents and visitors support an abundance of retail stores, restaurants, and entertainment venues.
   
   C. Our business environment inspires private investment and job growth.
   
   D. Businesses and organizations of all types, sizes and specialties start, stay and grow here.
   
   E. We are a leader in environmental sustainability, benefitting our economy and community.
4. People of all ages have what they need to feel healthy and safe.
   A. Neighborhoods are empowered and supported by strengthened **positive relationships with police**.
   B. **Youth** are engaged in positive and quality experiences.
   C. **Aging adults** have services and amenities to thrive and age in place.
   D. Everyone has access to **quality healthy food** options.
   E. People have access to quality **medical and emergency care**.

5. **Partnerships that increase racial and economic equity empower residents and neighborhoods to prosper.**
   A. Each resident has access to the **training and support** needed to get and keep a living wage job.
   B. Each **student graduates high school** with a pathway to college or career.
   C. **Aging neighborhoods and commercial centers are revitalized** through continuous investment.
   D. The community provides **necessary supports and services** for community members to overcome life challenges such as hunger, mental illness, and homelessness.

6. **Effective and engaging government recognized as a leader.**
   A. The City provides **quality services** at a reasonable cost.
   B. Elected officials, commissions, and city staff **reflect the diversity** of the community and are culturally competent.
   C. City **information is clear**, accessible, and delivered in ways that meet the community’s needs.
   D. **City laws are understandable**, equitably enforced, and relevant to the community.
   E. **The City is well-managed** and recognized as a great place to work.

**MISSION STATEMENT**

**Our mission is to protect lives, property, and the environment with excellence and compassion in an atmosphere that encourages innovation, professionalism, and diversity while working efficiently with the community and available resources.**
VALUES

**Inclusion** – We value all people and diverse ideas. Recognizing the value of diversity helps us to work together as a team to serve our community. We are dedicated to reflecting and respecting diversity throughout our organization and our community.

**Partnership** – We build trusting partnerships throughout the organization and our community through teamwork, collaboration, and open and honest communication. We work as a team to cooperate locally, regionally, and nationally to improve service to the public and maintain a safe effective work environment.

**Accountability** – We are accountable for our actions and results. Our integrity is the foundation of our commitment to providing our community with excellent, professional service.

**Learning** – We believe in creating an environment that inspires learning, continuous improvement, and innovation. Through professional and personnel development, we strive to learn and improve each day to create a positive impact today and for future generations.

**Honor** – We inspire each other through selfless dedication to our Department and the community. We honor traditions of the profession and those that have served before us. Our legacy is to make a positive impact on our Department, our community, and our profession by taking pride in everything we do.
AGENCY STATUS ANALYSIS

The Strengths, Weaknesses, Opportunities, and Challenges (SWOC) analysis is designed to help the organization evaluate itself in order to determine its current state of effectiveness as well as its future competitiveness/survival based foreseeable changes. Stakeholders were asked to develop a broad list of items from each category, which was then summarized as follows:

Strengths: Things the agency does particularly well, competitive advantages, preparedness investments that are paying off, etc.

- Good interagency relationships (PD, Ambulance Company)
- High level of EMS care provided with enhanced protocol variances currently in place
- High level of community engagement, inclusivity, customer service, and professional appearance
- Great at embracing and adapting to the diversity within the community
- High level of organizational efficiency and services provided with challenging staffing levels
- Good Personal Protective Equipment (2 hoods and 2 sets of gear for firefighters)
- High skill set among firefighters thru experience by performing numerous roles
- A progressive organization that adopts and evaluates trends in the fire service
- Great perseverance and dedication of employees
- Good relationships with external stakeholder groups
- Very little history of litigation

Weaknesses: Things that the agency doesn’t do particularly well, competitive disadvantages, blind spots, not prepared for, liabilities, etc.

- Lack of organizational vision communicated to the community
- Facilities not designed for full-time staffing models
- Insufficient budget to meet all service demands
- Diminished capacity of aerial apparatus/capabilities
- Lack of standardization in the fleet
- Diminishing participation from the paid on-call staff
- Consistency between all three shifts
- Organizational flexibility, addressing new types of problems more quickly
- Lack of a reliable “effective response force”
- Workload balance between emergency and non-emergency activities
- Comprehensive health and wellness program
- Lack of diversity in the Department
- Lack of succession planning
- Organizational communication
- Lack of quality/consistent training; paid on-call vs. full-time staff
- Recruitment and retention of paid on-call staff
- Limited capabilities to address public education/community risk reduction strategies
- Limited marketing of the Department; its capabilities and challenges
- Some “hurt feelings” within the community from former paid on-call members
Opportunities: Opportunities the agency should explore that would improve its mission, service delivery, efficiencies, reputation, survivability as an organization.

- Pursue even more advanced EMS protocols variances with Medical Director
- Explore proper timelines and potential funding sources for the replacement of equipment and apparatus
- Be more transparent of organizational needs to the community, city leaders and elected officials
- Pursue avenues to improve fire station facilities to meet the needs of current and future staffing models
- Improve cyclical fire inspections to all commercial and high hazard occupancies
- Pursue ways to ensure proper time is dedicated to hands-on company level training
- Investigate avenues to secure a dedicated training facility and training officer to deliver consistent department-wide training
- Investigate Health and Wellness Programs that can be instituted for all members of the organization
- Enhance community CPR training programs to improve cardiac survivability (Heart Safe City program)
- Evaluate future hiring processes to include improving diversity and recruitment of high-quality applicants
- Improve awareness of performance and needs with the community through marketing and social media
- Accreditation through Commission on Fire Accreditation International
- Improving ISO Class

Challenges: Things that threaten to undermine the agency mission, service delivery, efficiencies, reputation, survivability as an organization.

- Number of staff available to meet service demands
- Funding not keeping up with demands
- Competing government priorities
- Communicating agency strengths and weaknesses to the community
- Maintaining the health of apparatus and facilities
- Improving engagement of paid on-call staff
- Ability to solicit the desired level of service from the larger population
- Ability to communicate “all hazard” mission of department; not just fire
- Weakness in the national healthcare system
- Impact of the opioid crisis
- Limited staffing support from Fire Station 1
- Ability to accomplish change identified in the strategic planning process
• Ability of the organization to overcome individual goals versus wider organizational goals
• Ability to plan for community growth
• Ability to meet the demands of changing demographics
• Increase in EMS calls for service due to an aging/growing population
• Inconsistency in assistance received from mutual aid partners
• Ability to leverage the benefits of new/different equipment and technology
• Ability to improve dispatch performance
• Preparation for coming economic downturn
• New and evolving risks with expanding responsibilities (mission creep)
• Ability to get EMS resources in a timely manner
• Lack of generalized support of fire service from the statewide community
• Lack of diversity in the applicant pool
• Lack of respect for the uniform
• First responder/all staff mental and physical health
• Risk vulnerability of the city
• Unfunded political/regulatory mandates (state and federal)
In relating Brooklyn Park to other comparable agencies in the region, it is impressive to note the “cost per capita” (total annual cost of operations divided by the population) is approximately 19% lower than the regional comparative average. However, BPFD protects a larger population and responds to a significantly larger number of calls for service annually but with much lower “paid on-call” staffing levels. It is also important to note that “cost per capita” is not, in and of itself, a comprehensive measurement of an agency’s performance or value but rather a broad measurement of how the agency compares in terms of resources provided to accomplish its mission such as; funding, staffing, and facilities. See Table 1

(* Minneapolis statistics are added for informational purposes only and not calculated in the Peer Agency averages)

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<th>Calls for Service</th>
<th>Per Capita General Fund Expenditures</th>
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## STRATEGIC OBJECTIVES, OUTCOMES AND GOALS

### Theme #1

“How do we continue to improve on saving lives during emergency events?”

### Strategic Objective - 1.2 Improve Survivability of Patients Experiencing Acute Medical Emergencies

#### Outcome Measurements

1.2.1 Maintain a cardiac survival rate at or above the national average (ROSC)

#### Supporting Goals

- Provide EMT-Advanced capable/first unit to EMS calls within 8 minutes and 30 seconds, 90 percent of the time (high acuity calls, 911 to arrival)
- Process 911 EMS calls for service (alarm handling) within 1 minute and 30 seconds, 90 percent of the time (emergent calls, 911 pick up to unit alert)
- Turnout times for emergent EMS calls within 1 minute and 40 seconds, 90 percent of the time (unit alert to wheels rolling)
- Develop a CPR fraction rate performance measure for cardiac patients
- Explore strategies that measure and improve cardiac survival
  - Develop a bystander CPR participation goal
  - Explore the implementation of the “PulsePoint” system
  - Explore the implementation of a Heart Safe community program
  - Explore the deployment of mechanical CPR devices on fire apparatus
Strategic Objective - 1.3 Improve Firefighter Safety and Survival

Outcome Measurements

1.1.1 Keep annual growth rate of structure fire instances at or below annual population growth

1.1.2 Contain structure fires to room of origin for 80% of incidents

1.3.1 Zero firefighter line of duty deaths

1.3.2 All fire response demand zones maintain a reliability score of at least 85%

Supporting Goals

- Enhance fire station alerting systems
- Implement a “closest unit response” system of deployment
- Inspect 100% of all high-risk occupancies annually
- Inspect 100% of all moderate-risk occupancies every two years
- Inspect 100% of all low-risk occupancies every three years
- Support statewide efforts to implement a residential fire sprinkler program
- Develop a smoke/carbon monoxide alarm installation policy
- Incorporate “risk-based” deployment models within a Standards of Cover process
  - Review response mode to fire alarms, low acuity medical calls, lift assists, etc.
- Enhance health and wellness program
Theme #2
“How do we meet the increasing service demands over the coming years?”

Strategic Objective - 2.1 Reduce Financial and Legal Risk/Liability to the Fire Department and the City of Brooklyn Park

Outcome Measurements

1.1.1 Keep annual growth rate of structure fire instances at or below annual population growth

1.1.2 Contain structure fires to room of origin for 80% of incidents

1.3.1 Zero firefighter line of duty deaths

2.1.1 Zero cases of substantiated harassment/discrimination

2.1.2 Maintain an Employee Satisfaction Score of 80 percent or better

Supporting Goals

- Develop an employee injury maximum target rate
- Review/update all disciplinary policies and procedures
- Provide liability prevention/people-skills training to all employees every two years
- Develop and apparatus health scoring methodology and replacement plan to ensure all frontline and reserve apparatus are reliable
- Inspect 100% of all high-risk occupancies annually
- Inspect 100% of all moderate-risk occupancies every two years
- Inspect 100% of all low-risk occupancies every three years
- Support statewide efforts to implement a residential fire sprinkler program
- Incorporate “risk-based” deployment models within the Standards of Cover process
  - Review response mode to fire alarms, low acuity medical calls, lift assists, etc.
Strategic Objective - 2.2 Improve Efficiency within the Current Budget System

Outcome Measurements

1.1.1 Keep annual growth rate of structure fire instances at or below annual population growth

2.2.1 Maintain a “cost per capita” equal to or below the regional comparative average

2.2.2 Maintain workers compensation costs below 3 percent of the Department’s annual general fund budget expenditures

Supporting Goals

- Develop a policy to lower the adverse impact of lift assist calls for service
- Explore first responder fee eligibility under the statewide Ground Emergency Medical Transport program

Theme #3

“How do we better market our services and demonstrate our value to our community?”

Strategic Objective - 3.1 Promote a Positive Agency Reputation within the Community

Outcome Measurements

3.1.1 Pursue fire service accreditation through the Commission on Fire Accreditation International

3.1.2 Improve ISO rating to Class 2 or better

3.1.3 Department employee demographic make-up represents the community (census data)

3.1.4 Maintain a Community Engagement Study score of 90% or higher

Supporting Goals

- Provide rapid and accurate information on Department services and activities
- Develop a citizens advisory group model to include a future strategic planning aspect for the next planning cycle
Strategic Objective - 3.2 Mitigate Fire Related Damage to Allow Occupants to Remain in the Impacted Structure after Suppression Operations

Outcome Measurements

1.1.2 Contain structure fires to room of origin for 80% of incidents

3.2.1 Save 95% of the value of property and contents threatened by fire

Supporting Goals

- First unit arrival at structure fires, hazardous material releases, and other crisis incidents requiring use of personal protective equipment within 8 minutes and 50 seconds, 90 percent of the time (emergency calls, 911 to arrival)
- Process 911 fire/rescue calls for service (alarm handling) within 2 minutes, 90 percent of the time (emergent calls, 911 pick up to unit alert)
- Turnout times for emergent fire/rescue calls within 2 minutes, 90 percent of the time (unit alert to wheels rolling)
- Enhance fire station alerting systems
- Implement a “closest unit response” system of deployment
- Inspect 100% of all high-risk occupancies annually
- Inspect 100% of all moderate-risk occupancies every two years
- Inspect 100% of all low-risk occupancies every three years
- Support statewide efforts to implement a residential fire sprinkler program
- Develop a smoke/carbon monoxide alarm installation policy
- Incorporate “risk-based” deployment models within a Standards of Cover process
  - Review response mode to fire alarms, low acuity medical calls, lift assists, etc.
- Develop policy and training to emphasize early notification to a qualified restoration company
- Promote the value of homeowner/renter insurance policies
### Strategic Objective - 3.3 Provide Downward Pressure on Fire Insurance Premium Costs within the Community

#### Outcome Measurements

1.1.2 Contain structure fires to room of origin for 80% of incidents

3.1.2 Improve ISO rating to Class 2 or better

3.2.1 Save 95% of the value of property and contents threatened by fire

#### Supporting Goals

- First unit arrival at structure fires, hazardous material releases, and other crisis incidents requiring use of personal protective equipment within 8 minutes and 50 seconds, 90 percent of the time (emergent calls, 911 to arrival)
- Process 911 fire/rescue calls for service (alarm handling) within 2 minutes, 90 percent of the time (emergent calls, 911 pick up to unit alert)
- Turnout times for emergent fire/rescue calls within 2 minutes, 90 percent of the time (unit alert to wheels rolling)
- Enhance fire station alerting systems
- Implement a “closest unit response” system of deployment
- Inspect 100% of all high-risk occupancies annually
- Inspect 100% of all moderate-risk occupancies every two years
- Inspect 100% of all low-risk occupancies every three years
- Support statewide efforts to implement a residential fire sprinkler program
- Develop a smoke/carbon monoxide alarm installation policy
- Incorporate “risk-based” deployment models within a Standards of Cover process
  - Review response mode to fire alarms, low acuity medical calls, lift assists, etc.
- Develop policy and training to emphasize early notification to a qualified restoration company
- Update an “After the Fire” brochure to distribute to fire victims
### Strategic Objective - 3.4 Provide Value Beyond the 911 Call

**Supporting Goals**

- Distribute support literature to victims of traumatic events, medical calls, fires, etc.
- Develop a policy regarding Department support of community groups/events (support agencies with a public safety support mission)
Strategic Planning Workshop

March 25, 2019

Steven G. Knight PhD.
Micheal Despain MA, EFO, CFO, MIFireE
Steven C. Girk MPA
## Incidents by Call Category

<table>
<thead>
<tr>
<th>Call Category</th>
<th>Number of Calls</th>
<th>Average Calls per Day</th>
<th>Call Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>5,896</td>
<td>16.2</td>
<td>62.7</td>
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<tr>
<td>EMS MVC</td>
<td>475</td>
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<td>5.0</td>
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<td><strong>EMS Total</strong></td>
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<td><strong>17.5</strong></td>
<td><strong>67.7</strong></td>
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<tr>
<td>Cancelled/Wrong Location/No Incident</td>
<td>371</td>
<td>1.0</td>
<td>3.9</td>
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<tr>
<td>False Call/Alarm</td>
<td>29</td>
<td>0.1</td>
<td>0.3</td>
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<tr>
<td>Fire Alarm</td>
<td>748</td>
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</tr>
<tr>
<td>Fire Other</td>
<td>352</td>
<td>1.0</td>
<td>3.7</td>
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<tr>
<td>Outside Fire</td>
<td>27</td>
<td>0.1</td>
<td>0.3</td>
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<tr>
<td>Public Service</td>
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<tr>
<td>Structure Fire</td>
<td>146</td>
<td>0.4</td>
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<tr>
<td>Vehicle Fire</td>
<td>48</td>
<td>0.1</td>
<td>0.5</td>
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<td><strong>Fire Total</strong></td>
<td><strong>2,029</strong></td>
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<td><strong>21.6</strong></td>
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<tr>
<td>Hazmat Total</td>
<td>234</td>
<td>0.6</td>
<td>2.5</td>
</tr>
<tr>
<td>Rescue Total</td>
<td>773</td>
<td>2.1</td>
<td>8.2</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>9,407</strong></td>
<td><strong>25.8</strong></td>
<td><strong>100.0</strong></td>
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</table>
## Total Busy Hours by Program

<table>
<thead>
<tr>
<th>Program</th>
<th>Number of Calls(^1)</th>
<th>Number of Responses(^2)</th>
<th>Average Responses per Call</th>
<th>Responses with Time Data(^3)</th>
<th>Total Busy Hours</th>
<th>Average Busy Minutes per Response</th>
<th>Percentage of Total Busy Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS</td>
<td>6,366</td>
<td>7,113</td>
<td>1.1</td>
<td>7,025</td>
<td>2,139.6</td>
<td>18.3</td>
<td>59.8</td>
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<tr>
<td>Fire</td>
<td>2,028</td>
<td>3,404</td>
<td>1.7</td>
<td>3,058</td>
<td>1,267.0</td>
<td>24.9</td>
<td>35.4</td>
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<tr>
<td>Hazmat</td>
<td>234</td>
<td>274</td>
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<td>268</td>
<td>104.5</td>
<td>23.4</td>
<td>2.9</td>
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<tr>
<td>Rescue</td>
<td>773</td>
<td>801</td>
<td>1.0</td>
<td>428</td>
<td>66.6</td>
<td>9.3</td>
<td>1.9</td>
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<td><strong>Total</strong></td>
<td><strong>9,401</strong></td>
<td><strong>11,592</strong></td>
<td><strong>1.2</strong></td>
<td><strong>10,779</strong></td>
<td><strong>3,577.7</strong></td>
<td><strong>19.9</strong></td>
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</table>
Average Calls by Hour of Day
### Response Time

<table>
<thead>
<tr>
<th>Program</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size¹</th>
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<tbody>
<tr>
<td>EMS</td>
<td>1.0</td>
<td>1.2</td>
<td>4.1</td>
<td>6.3</td>
<td>5,789</td>
</tr>
<tr>
<td>Fire</td>
<td>1.2</td>
<td>1.4</td>
<td>4.1</td>
<td>6.6</td>
<td>1,036</td>
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<tr>
<td>Hazmat</td>
<td>1.1</td>
<td>1.5</td>
<td>4.5</td>
<td>7.2</td>
<td>140</td>
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<tr>
<td>Rescue</td>
<td>1.3</td>
<td>1.5</td>
<td>4.0</td>
<td>6.9</td>
<td>31</td>
</tr>
<tr>
<td>Total</td>
<td>1.1</td>
<td>1.3</td>
<td>4.1</td>
<td>6.4</td>
<td>6,996</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
<th>Sample Size¹</th>
</tr>
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<tbody>
<tr>
<td>EMS</td>
<td>1.6</td>
<td>2.1</td>
<td>6.6</td>
<td>9.0</td>
<td>5,789</td>
</tr>
<tr>
<td>Fire</td>
<td>2.1</td>
<td>2.5</td>
<td>6.4</td>
<td>9.2</td>
<td>1,036</td>
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<tr>
<td>Hazmat</td>
<td>1.8</td>
<td>2.3</td>
<td>7.3</td>
<td>10.0</td>
<td>140</td>
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<tr>
<td>Rescue</td>
<td>2.9</td>
<td>2.8</td>
<td>9.0</td>
<td>10.8</td>
<td>31</td>
</tr>
<tr>
<td>Total</td>
<td>1.7</td>
<td>2.2</td>
<td>6.6</td>
<td>9.1</td>
<td>6,996</td>
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</table>
Workload by Response Zone
Unit Hour Utilization
Reliability by Response Zone

<table>
<thead>
<tr>
<th>Demand Zone</th>
<th>Percent Compliance</th>
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<tbody>
<tr>
<td>F404</td>
<td>88.6</td>
</tr>
<tr>
<td>F403</td>
<td>88.1</td>
</tr>
<tr>
<td>F301</td>
<td>87.0</td>
</tr>
<tr>
<td>F302</td>
<td>86.2</td>
</tr>
<tr>
<td>F401</td>
<td>86.0</td>
</tr>
<tr>
<td>F402</td>
<td>81.6</td>
</tr>
<tr>
<td>F405</td>
<td>79.4</td>
</tr>
<tr>
<td>F202</td>
<td>66.7</td>
</tr>
<tr>
<td>F201</td>
<td>65.8</td>
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</table>
Simultaneous Events

Percentage of Overlapped Calls

Demand Zone

F301  F201  F302  F401  F403  F202  F402  F404
<table>
<thead>
<tr>
<th>Demand Zone</th>
<th>Dispatch Time</th>
<th>Turnout Time</th>
<th>Travel Time</th>
<th>Response Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>F201</td>
<td>1.7</td>
<td>2.2</td>
<td>5.1</td>
<td>7.6</td>
</tr>
<tr>
<td>F202</td>
<td>1.8</td>
<td>2.3</td>
<td>6.2</td>
<td>8.8</td>
</tr>
<tr>
<td>Station 2 Zones Combined</td>
<td>1.7</td>
<td>2.2</td>
<td>5.4</td>
<td>8.0</td>
</tr>
<tr>
<td>F301</td>
<td>1.8</td>
<td>2.1</td>
<td>6.6</td>
<td>9.1</td>
</tr>
<tr>
<td>F302</td>
<td>1.6</td>
<td>2.0</td>
<td>5.5</td>
<td>8.0</td>
</tr>
<tr>
<td>Station 3 Zones Combined</td>
<td>1.7</td>
<td>2.1</td>
<td>6.1</td>
<td>8.7</td>
</tr>
<tr>
<td>F401</td>
<td>1.7</td>
<td>2.2</td>
<td>8.5</td>
<td>11.2</td>
</tr>
<tr>
<td>F402</td>
<td>1.6</td>
<td>2.0</td>
<td>7.1</td>
<td>9.9</td>
</tr>
<tr>
<td>F403</td>
<td>1.6</td>
<td>2.2</td>
<td>6.1</td>
<td>8.4</td>
</tr>
<tr>
<td>F404</td>
<td>1.6</td>
<td>2.2</td>
<td>6.0</td>
<td>8.9</td>
</tr>
<tr>
<td>F405</td>
<td>2.1</td>
<td>2.5</td>
<td>7.0</td>
<td>9.9</td>
</tr>
<tr>
<td>Station 4 Zones Combined</td>
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<td>2.2</td>
<td>7.8</td>
<td>10.3</td>
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<tr>
<td>F501</td>
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<td>--</td>
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<td>--</td>
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<tr>
<td>MA</td>
<td>7.9</td>
<td>4.4</td>
<td>11.3</td>
<td>20.2</td>
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<tr>
<td>Total</td>
<td>1.7</td>
<td>2.2</td>
<td>6.6</td>
<td>9.1</td>
</tr>
<tr>
<td>F401 and F402 Combined</td>
<td>1.7</td>
<td>2.2</td>
<td>8.2</td>
<td>10.9</td>
</tr>
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</table>
## Current Station Configuration

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 (W)</td>
<td>5,706</td>
<td>5,706</td>
<td>61.04%</td>
</tr>
<tr>
<td>2</td>
<td>2 (C)</td>
<td>1,956</td>
<td>7,662</td>
<td>81.96%</td>
</tr>
<tr>
<td>3</td>
<td>4 (N)</td>
<td>524</td>
<td>8,186</td>
<td>87.57%</td>
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</table>
### 6-Minute Travel Time Analysis

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 (W)</td>
<td>5,706</td>
<td>5,706</td>
<td>61.04%</td>
</tr>
<tr>
<td>2</td>
<td>2 (C)</td>
<td>1,956</td>
<td>7,662</td>
<td>81.96%</td>
</tr>
<tr>
<td>3</td>
<td>1 (E)</td>
<td>625</td>
<td>8,287</td>
<td>88.65%</td>
</tr>
<tr>
<td>4</td>
<td>4 (N)</td>
<td>521</td>
<td>8,808</td>
<td>94.22%</td>
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</table>
7-Minute Travel Time Analysis

<table>
<thead>
<tr>
<th>Rank</th>
<th>Station</th>
<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2 (C)</td>
<td>7,157</td>
<td>7,157</td>
<td>76.56%</td>
</tr>
<tr>
<td>2</td>
<td>3 (W)</td>
<td>1,101</td>
<td>8,258</td>
<td>88.34%</td>
</tr>
<tr>
<td>3</td>
<td>1 (E)</td>
<td>706</td>
<td>8,964</td>
<td>95.89%</td>
</tr>
<tr>
<td>4</td>
<td>4 (N)</td>
<td>272</td>
<td>9,236</td>
<td>98.80%</td>
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</table>
## 8-Minute Analysis

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<th>Station Capture</th>
<th>Total Capture</th>
<th>Percent Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2 (C)</td>
<td>8,227</td>
<td>8,227</td>
<td>88.01%</td>
</tr>
<tr>
<td>2</td>
<td>1 (E)</td>
<td>571</td>
<td>8,798</td>
<td>94.12%</td>
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<td>3</td>
<td>3 (W)</td>
<td>438</td>
<td>9,236</td>
<td>98.80%</td>
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<tr>
<td>4</td>
<td>4 (N)</td>
<td>42</td>
<td>9,278</td>
<td>99.25%</td>
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</table>
BROOKLYN PARK FIRE DEPARTMENT

FACILITATED STRATEGIC PLANNING PROCESS

STEVEN G. KNIGHT PHD.
MICHEAL DESPAIN MA, EFO, CFO, MIFIRE
STEVEN C. GIRK MPA
March 22 – 23, 2019

32-member group of internal and external stakeholders
Review of the value of strategic planning
Analysis of the agency’s strengths, weaknesses, opportunities and challenges
Review of mission, vision and values
Short overview on the process to become accredited through Commission on Fire Accreditation International
Why Do We Exist?

Where Are We Now?

Where Do We Want To Be?

How Do We Get There?

How Do We Measure Our Progress/Impact?
Finding the Right Balance

Community & Agency Desires

Actual Outcomes & Fiscal Realities
Community’s Desired Level of Service –
They don’t know what they don’t know

- Fire
- EMS
- Quality of Life
- Cost per Capita
- Regulatory & Legal
- Special Ops
- Comm. Risk Reduction

Cost per Capita
Regulatory & Legal
Comm. Risk Reduction
Special Ops
EMS
Quality of Life
Fire
Community’s Desired Level of Service — They don’t know what they don’t know

<table>
<thead>
<tr>
<th>Agency Perception</th>
<th>Pre</th>
<th>Post</th>
</tr>
</thead>
<tbody>
<tr>
<td>How much do you like BPFD?</td>
<td>9.07</td>
<td>9.77</td>
</tr>
<tr>
<td>How much do you trust BPFD with your emergency medical needs?</td>
<td>8.54</td>
<td>8.69</td>
</tr>
<tr>
<td>How much do you trust BPFD with your fire protection needs?</td>
<td>8.46</td>
<td>9.31</td>
</tr>
<tr>
<td>How much do you trust BPFD with your tax money?</td>
<td>7.85</td>
<td>9.15</td>
</tr>
<tr>
<td>How much do you trust BPFD with keeping your fire insurance rates as low as possible?</td>
<td>7.75</td>
<td>9.15</td>
</tr>
<tr>
<td>Cost Impacts</td>
<td>Pre</td>
<td>Post</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td>How much do you pay annually, per person, in tax money for BPFD services?</td>
<td>$ 425</td>
<td>$ 64</td>
</tr>
<tr>
<td>What do you think is a fair cost, annually, per person, for BPFD services?</td>
<td>$ 577</td>
<td>$ 182</td>
</tr>
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</table>
### Community’s Desired Level of Service – *They don’t know what they don’t know*

<table>
<thead>
<tr>
<th>Desired Levels of Service</th>
<th>Pre</th>
<th>Post</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Protection</td>
<td>9.61</td>
<td>9.92</td>
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<tr>
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**Activities**  
What did we do?  
- Inspection activities  
- Training activities  
- Emergency Response  

**Outputs**  
How much did we accomplish with our activities?  
- Inspected 50% of all target hazards (dangerous buildings)  
- Completed 3,000 hours of training  
- Responded to 3,500 calls for service  
- Responded within 10 minutes 85% of the time  

**Outcomes**  
What is in it for me (or my community)?  
- How likely is my life, or the lives of my family, going to be saved?  
- How much of my property or my property’s value will be saved?  
- What will be the quality of my life?  
- How much is this going to cost me?
Chances of Injury or Death in a Home Fire

In Room of Origin: 3%
Past Room of Origin: 81%

NFPA: 2,600 fatalities and 13,000 injuries
Keeping Insurance Rates Low

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Source: Unico Insurance Feb 2017
Insurance Rates by ISO Class for Two Single Family Homes
$100,000 and $250,000

ANNUAL INSURANCE PREMIUM

ISO CLASS

Class 1    Class 2    Class 3    Class 4    Class 5    Class 6    Class 7    Class 8    Class 9    Class 10

$100,000

$250,000

$0  $500  $1,000  $1,500  $2,000  $2,500  $3,000  $3,500

$1,000  $1,500  $2,000  $2,500  $3,000  $3,500  $4,000  $4,500  $5,000  $5,500

$1,000  $1,500  $2,000  $2,500  $3,000  $3,500  $4,000  $4,500  $5,000  $5,500
Fire contained to room of origin for 80% of structure fires.
Findings

THREE KEY THEMES

9 STRATEGIC INITIATIVES

16 OUTCOME MEASUREMENTS

XX SUPPORTING GOALS
How Do We Continue to Improve on Saving Lives During Emergency Events?

1. Improve Survivability for Victims of Fire, Hazardous Material Release, Entrapment or other Crisis Incidents
2. Improve Survivability of Patients Experiencing Acute Medical Emergencies
3. Improve Firefighter Safety and Survival
How Do We Meet the Increasing Service Demands Over the Coming Years

4. Reduce Financial and Legal Risk/Liability to BPFD and the City of Brooklyn Park

5. Improve Efficiency within Current Budget System
How Do We Better Market Our Services and Demonstrate Our Value to Our Community?

6. Promote a Positive Agency Reputation within the Community
7. Mitigate Fire Related Damage to Allow Occupants to Remain in the Impacted Structure after Suppression Operations
8. Provide Downward Pressure on Fire Insurance Premium Costs within the Community
9. Provide Value Beyond the 911 Call
How Do We Continue to Improve on Saving Lives During Emergency Events?

1. **Improve Survivability for Victims of Fire, Hazardous Material Release, Entrapment or other Crisis Incidents**

   - Keep annual growth rate of structure fire instances at or below annual population growth rate
   - Contain structure fires to the room of origin 80% percent of the time or better
   - Zero civilian deaths due to fire (accidental/unintentional)
   - Rescue victims of entrapment within 20 minutes of arrival, 90 percent of the time (Arrival to Transfer to EMS - hospital trauma accreditation)
   - All fire response zones maintain a service reliability score above 85%
Outcomes that Matter

- Keep annual growth rate of structure fire instances at or below annual population growth rate
- Contain structure fires to the room of origin 80% percent of the time or better
- Zero civilian deaths due to fire
- Rescue victims of entrapment within 20 minutes of arrival, 90 percent of the time
- All fire response zones maintain a service reliability score above 85%
Outcomes that Matter

- Maintain a cardiac survival rate at or above the national average (ROSC)
- Zero firefighter Line of Duty deaths
- Zero cases of substantiated harassment/discrimination
- Maintain “Employee Engagement” study/satisfaction survey of XX or better
- Maintain Workers’ Compensation costs below 3% of annual budget
- Maintain a cost per capita below regional comparative average
Outcomes that Matter

- Pursue fire service accreditation through the Commission on Fire Accreditation International
- Improve ISO Rating to Class 2 or better
- Recruit and hire employees that represent the demographic make-up of the community
- Maintain “Community Engagement” Satisfaction survey with fire department (biennial residential study)
- Save at least 95% of the value of property and contents threatened by fire
New Mission Statement

PROTECT LIVES, PROPERTY AND THE ENVIRONMENT THROUGH EXCELLENCE IN SERVICE WITH COMPASSION; IN AN ATMOSPHERE THAT ENCOURAGES INNOVATION, PROFESSIONALISM AND DIVERSITY WHILE WORKING EFFICIENTLY AS A TEAM WITH THE COMMUNITY AND AVAILABLE RESOURCES.
Questions